

## Limited Warranties and Disclaimer

**For products sold after June 1, 2018**, IronRidge provides, to the original purchaser of the Products from IronRidge, and any subsequent owner of the Products, subject to assignability below ("Purchaser"), the following warranties for "Products" (defined as products manufactured by IronRidge, including BX Chassis but excluding other polymeric components) and installed properly and used for the purpose for which the Products are designed (collectively the "Warranty"), commencing on the earlier of:

- a) the date of complete installation of the Products or
- b) 30 days after the initial purchase of the Products from IronRidge:
- c) for a period of five years, Products with finishes (excluding Products that are mill finished and excluding surface finish of BX Chassis) will be free of visible defects, peeling, or cracking; and
- d) for a period of 25 years, Products will be free of defects in materials and manufacturing which materially impair the use of the Product for the purpose for which it was designed.

### **The Warranty excludes:**

- a) any defect that has not been reported to IronRidge in writing (i) within the warranty periods set forth above and (ii) within 60 days after discovery of such defect;
- b) normal wear, or damage resulting from misuse, overloading, abuse, improper installation (including failure to follow professional instruction and certification), negligence, or accident, or from force majeure acts including any natural disasters, extreme weather, war, or criminal acts;
- c) Products that have been altered, modified or repaired without written authorization from IronRidge or its authorized representative;
- d) damage to or caused by, or defects in, parts or materials not sold by IronRidge (irrespective of IronRidge documentation);
- e) Products installed, used or maintained in a manner contrary to IronRidge documentation; and
- f) damage to the Products during shipment, storage, installation or use.

**The finish warranty above does not apply** to surface oxidation or any foreign residue deposited on the Product finish, or to Products installed in corrosive atmospheric conditions, and is void if the practices specified by AAMA 609 & 610-02 – "Cleaning and Maintenance for Architecturally Finished Aluminum", or ASTM A780/A780M - 09 "Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings", as applicable, are not followed.

**The determination of the existence of a valid Warranty claim** or the applicability of any exclusion set forth above will be made by IronRidge in its sole discretion. Any waiver of or failure to claim a warranty exclusion will not create a continuing waiver or any expectation of non-enforcement of any such exclusion. In the event of breach of or non-compliance with the warranties set forth above, IronRidge's sole obligation and liability, and Purchaser's sole and exclusive remedy, shall be correction by IronRidge or its authorized representative of defects by repair, replacement, or credit, at IronRidge's sole discretion, provided Purchaser submits written proof of purchase and the date thereof within the applicable warranty period. Such repair, replacement or credit will not cause the warranty periods above to be reset, will completely satisfy and discharge IronRidge's liability and obligation with respect to the Warranty, and will not create an expectation of Warranty coverage in the future. Refurbished Product may be used to repair or replace the defective components. Transportation, installation, labor, or any other costs or losses associated with failure of Warranty compliance, or Product replacement or repair, are not covered by this Warranty and are not reimbursable.

**The Warranty is assignable by Purchaser and any subsequent owner of the Products**, provided that the Products remain installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this IronRidge Limited Product Warranty document. Change in ownership of the Products or assignment of this Warranty will not cause the warranty periods above to be reset. Any subsequent owners to whom the Warranty is assigned shall be considered a subsequent "Purchaser" for purposes of this Warranty during the period of ownership of the Product(s).

**Except as set forth above**, IronRidge sells the Products on an "AS IS" basis, which may not be free of errors or defects, and ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, WORKMANLIKE EFFORT, CORRESPONDENCE TO DESCRIPTION, DESIGN, TITLE OR NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE PRACTICE, ARE HEREBY DISCLAIMED. IN NO EVENT WILL IRONRIDGE BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, RELATED TO OR ARISING OUT OF THE WARRANTY OR THE PRODUCTS, OR OTHERWISE BE LIABLE FOR INTERRUPTION OF BUSINESS, COST OF COVER, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR OTHER ECONOMIC ADVANTAGE, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IRONRIDGE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IronRidge will not be liable for claims by Purchaser for damages suffered by Purchaser's customers, or claims of third parties. IronRidge's maximum aggregate liability for all claims and obligations relating to or arising from the Warranty is limited to the original purchase price of the nonconforming Products. Liability for damages shall be so limited and excluded, regardless of the validity or efficacy of any remedy and even if any remedy fails of its essential purpose.

**Third Party Claims; Indemnification.** IronRidge shall have no liability for any injuries or damages to persons or property resulting from incorrect or improper installation, use, delivery or maintenance of the Products by or for Purchaser or Purchaser's agent, customer or vendor, or for any claims or demands brought against IronRidge or Purchaser by any employee of Purchaser, client of Purchaser, end-user of the Product or other party, even if IronRidge has been advised of the possibility of such claims or demands, resulting from incorrect or improper installation, use, delivery or maintenance of the Products (collectively, "Third Party Claims"). This limitation applies to all materials provided by IronRidge during and after the Warranty Period. Purchaser hereby agrees to indemnify and hold IronRidge harmless against any and all such Third Party Claims, as well as any and all liabilities, losses, costs or expenses arising therefrom.

**Force Majeure.** IronRidge shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, whatever the source or cause.