



## WARRANTY

**1. What is covered by this warranty.** KWAA Associates, LLC, doing business as Guardian Composites (“GC”), warrants to the original purchaser only, that the product that is the subject of this sale (a) conforms to GC specifications, and (b) is free from defects in material and workmanship. The duration of this warranty is one year. Products not manufactured by GC are not warranted by GC and are sold only with the warranties, if any, of the manufacturer thereof. If the purchaser discovers a failure of the product to conform to specifications or a defect in material or workmanship within the warranty period, it must promptly notify GC in writing, but not later than 30 days after expiration of the warranty, of the exact manner in which the product was so defective, the conditions of usage which gave rise to such claims, and deliver to GC therewith a representative sample exemplifying the claimed defects, for examination by GC engineers.

**2. What is not covered by this warranty.** GC does not warrant (a) any product not manufactured by GC; (b) defects caused by improper installation; (c) purchaser’s failure to provide a suitable installation environment, or proper maintenance; (d) damage caused by misuse or use of Products for purposes other than those for which it was designed (including, by way of example, damage caused by exposure to chemically reactive materials, mold, stains, spillages, burns, gouges, scratches, indentations, floods, or accidents); (e) damage caused by accidents or disasters such as fire, flood, loading beyond its design specifications (including, by way of example, due to spiked shoes); (f) damage caused by unauthorized attachments or modifications; (g) damage during shipment, storage, mishandling or any abuse by Purchaser; or (h) variations in Product color from samples or photographic examples, or discoloration of Products due to exposure to ultraviolet light or heat sources.

**3. Warranty of title.** In addition to the warranties set forth in the previous paragraphs GC warrants that it has good title to the product free of any encumbrance, and that the product shall be delivered directly from GC’s factory, warehouse, or OEM production facility for products not manufactured by GC.

**4. Disclaimer of warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SSG OR ANY OTHER PARTY, BY WORDS OR ACTION, OTHER THAN AS EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE A WARRANTY.

**5. Limitations of remedies.** GC’S LIABILITY FOR ITS PRODUCTS AND SERVICES UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPLACING THE PRODUCTS FOUND BY GC TO BE DEFECTIVE. IN NO EVENT SHALL GC’S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT LIABILITY, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE ACCEPTANCE, HANDLING, TRANSPORT, STORAGE, USE AND DISPOSAL OF THE PRODUCTS. GC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR GC ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS. IN NO CASE SHALL GC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OF PRODUCTS TO THE PURCHASER, WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT ARE NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWN-TIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY. This limitation does not apply to damages caused by breach of the warranty of title nor to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph 4 may not apply.

**6. Time limit for bringing suit.** Any action for breach of warranty must be commenced within twelve (12) months following delivery of the goods.

**7. Allocation of risk.** This agreement allocates the risks of product failure between GC and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.