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COLUMN CAP CENTRAL FIVE YEAR GUARANTEE

Five Year Guarantee

- a.) Subject to the limitations and exclusions below, Column Cap Central warrants to the owner of the structure to which the products are attached, at the time the products are attached that products will be free from defects in material and workmanship for as long as you own them. Seller's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective products.
- b.) The provisions of this limited warranty do not apply to products:
 - i. Used for purposes in which they are not designed or intended;
 - ii. Which have been repaired or altered without seller's written consent;
 - iii. Which have been subject to misuse, abuse, negligence or accident;
 - iv. Which have been improperly installed, maintained, stored or operated;
 - v. Which have been subjected to improper temperature, humidity or other environmental conditions;
 - vi. Which have been affected by normal wear and tear;
 - vii. Which have been split or modified (by Seller or any other party).
- c.) The following costs and expenses are not covered by the provisions of this limited guarantee:
 - i. Labor, cost for the removal and reinstallation of products;
 - ii. Shipping and freight expenses required to return products to seller;
 - iii. Normal maintenance;
 - iv. Economic Losses.
- d.) This guarantee is exclusive and limited to the owner of the structure to which the products are attached at the time the products are attached, and terminates upon the sale or transfer of the structure.
- e.) The provisions in this limited guarantee are not applicable to anything other than defects in seller's material or workmanship.

Disclaimer of Warranties. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS OF COLUMN CAP CENTRAL, INCLUDING BUT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLERS DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

Limitation of Liability. SELLER WILL NOT BE HELD LIABLE FOR INCIDENTAL CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF BUYER'S CUSTOMER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Statute of Limitations. NO ACTION ARISING OUT OF ANY CLAIMED BREACHING OF THIS AGREEMENT BY SELLER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.