

Technical Services Memo

Subject:	Gyptone BIG warranty		
Date:	December 4, 2023	Tel:	800-233-8990
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LIMITED WARRANTY

Subject to the Exclusions below, Seller warrants to Buyer, and only to Buyer, that Products ordered hereunder shall conform (*within 0.25-inches*) with Buyer's specifications with respect to length and under normal use and service shall be free of defects in materials and workmanship, ordinary wear and tear excepted, for a period of twelve (12) months after delivery, provided that the Products are installed and maintained in strict compliance with Seller's specifications and recommendations. Should any Products covered by this warranty prove defective during the warranty period, Buyer shall notify Seller in writing of such defect promptly, but in no event later than thirty (30) days after discovery, or ten (10) days after the expiration of the warranty period, whichever is first to occur.

Seller's sole obligation, and Buyer's exclusive remedy, under this warranty shall be limited to the repair or replacement (*but Seller shall not be responsible for any labor costs of repair, removal and/or re-installation*), at Seller's option, of any Product or component thereof covered by this warranty which proves defective in materials of workmanship during the warranty period; provided, however, that Seller shall have no obligation with respect to any such defect unless Seller is given written notice of the defect in the manner and within the time provided above. If any defective Product or component thereof covered by this warranty requires repair or replacement, Buyer shall obtain a written return authorization from Seller and thereafter deliver the defective Product or component to the Seller's warehouse as indicated on the order confirmation, or to such other destinations as Seller may specify. No claim against Seller shall be allowed for Products returned hereunder without Seller's written authorization. All transportation costs and charges incurred in connection with the repair or replacement of any Products or components covered by this warranty shall be for the account of the Buyer. The repair or replacement of any Product or component pursuant to the foregoing warranty shall not extend the term of such warranty beyond the warranty period set forth above.

EXCLUSIONS:

This limited warranty shall not apply to:

- 1) normal manufacturing or finishing defects
- 2) normal deterioration due to wear and tear
- 3) alterations or modifications in a manner not authorized by Seller in writing
- 4) defects in the systems or application in which the Products are installed, or
- 5) any damage to or any failure of any Products resulting from acts of God or conditions beyond reasonable control of the Seller, including (but not by way of limitation) accidents, fire, misuse, abuse, negligence, improper installation, modification, alterations, tampering, vandalism or failure to properly maintain or service products.

In addition, the obligations of Seller shall not include payment for:

- 1) the cost of maintenance, adjustments, installation, and startup,
- 2) living and traveling expenses of persons performing warranty service,
- 3) labor costs for the removal of Products from their application and reinstallation,
- 4) overtime labor requested by Buyer, or
- 5) other miscellaneous expenses incurred by the Buyer.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY THE SELLER. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A BUYER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SELLER'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPLACING OR REPAIRING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, NON-DELIVERY, SERVICING, USE, INSTALLATIONS, MAINTENANCE, CONDITION OR POSSESSION OF ANY PRODUCT SOLD HEREUNDER, OR ANY CLAIM MADE AGAINST BUYER BY ANY OTHER PARTY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. FURTHERMORE, EXCLUDED DAMAGES INCLUDE ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF SELLER'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY.

IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT PAID BY THE BUYER.