

## FHC WARRANTY AND GUARANTEE POLICIES

### Guarantee and Liability

The warranty information below contains details about the length of warranty, as well as information about the rights, obligations, limitations, and exclusions that apply to FHC's products. All products sold are warranted to be free from defects in workmanship and materials for the period(s) listed below. These warranties are extended only to Seller's distributors of products, and the first user who purchases products for purposes other than resale (collectively, "Buyer"). It is the Buyer's responsibility to determine the suitability of the FHC product or material for each intended use, and Buyer shall assume all risks and liability in connection with the use, or inability to use, the product or material. In addition, the Buyer agrees to accept all shipments with the understanding that FHC's liability does not exceed the invoice value of the merchandise shipped. Any representations, warranties, or promises inconsistent with, or in addition to, the warranties contained herein, are unauthorized and shall not be binding upon FHC. No salesperson, agent, employee, or representative of FHC has any authority to extend or change the terms of this warranty.

### Guarantees and Warranties

THERE ARE NO EXPRESS WARRANTIES EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS AND FHC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WITH REGARD TO PRODUCTS SOLD BY FHC, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Unless otherwise limited or extended by FHC in writing, products sold by FHC are warranted to be free from manufacturing defects for one (1) year from date of shipment to Buyer. The sole obligation of FHC under this warranty is to repair, or at its option, replace, defectively manufactured product(s) without charge to the Buyer, within the warranty period. No other remedies are available.

NO WARRANTY IS MADE BY FHC WITH RESPECT TO:

1. Defectively manufactured product(s), notice of which is not provided within the applicable warranty period;
2. Failure of the product(s) due to misapplication, lack of proper maintenance, improper installation, failure to follow technical literature or instructions, abnormal conditions of temperature, moisture or dirt, rough handling, job site window or glass cleaning scratching or other abuse, glass breakage, tampering, neglect, or any reason not related to defects in material or workmanship of the relevant product(s);
3. Failure due to improper design by the engineer or architect;
4. Failure due to product(s) subjected to additional fabrication (e.g. grinding, drilling, etc.);
5. Living finishes, such as Oil Rubbed Bronze are designed to improve over time and change in appearance, creating a living finish through daily use and thus, finish discoloration is not applicable to this warranty.

FHC shall not be liable for any expenses of the Buyer incurred in an attempt to correct any allegedly defective product, without first obtaining written permission from an authorized FHC representative authorizing the correction(s) within cost parameters agreed upon between the parties.

Any liability of FHC to Buyer, whether arising out of, or related in any way to any contract, negligence, strict tort, warranty, or otherwise, shall be limited to FHC's choice of any one of the following remedies which is proven upon inspection within thirty (30) days of the date of receipt of such product(s) or material, to be defective in material or workmanship:

1. The repair of the defective products by FHC;
2. The delivery of non-defective and conforming product to Buyer or to Buyer's customer;
3. The payment by FHC to Buyer of the reasonable cost of repairing or replacing the defective product(s), but not the cost of removing or reinstalling product(s); or
4. The cancellation of the contract, Buyer's return of the product(s) in question to FHC, and refund of the purchase price to Buyer.

These remedies are exclusive; Buyer waives all other remedies.

### Limitation of Warranties

FHC shall not, under any circumstances, even if advised of the possibility of such damages, be liable to Buyer or Buyer's customer for indirect, consequential, special, economic, incidental, or punitive damages, whether the damages were foreseeable or arise out of tort, strict liability, product liability, or any other legal theory, except as precluded by law. Without limiting the generality of the preceding, FHC shall not be liable for: loss of or damage to other property; lost profits or revenue; damage to reputation; the labor and material cost of removing and reinstalling defective or nonconforming products; or damages caused by delays, back-charges, or loss of use. FHC shall not be liable for damage to the product(s) due to failure to properly care for and maintain the products. All limitations on FHC's liability contained in this Agreement shall apply notwithstanding the negligence, or intentional tort of any employee, agent, or subcontractor of FHC.

FHC has no control over the conditions under which its products are used, FHC specifically does not warranty the adequacy or sufficiency of any advice or recommendations given to Buyer. FHC shall not be bound by terms of any agreements between a Buyer and third parties.

For more information about warranties please contact FHC's customer service department by phone, toll free at (888) 295-4531 or via e-mail at [customer@fhc-usa.com](mailto:customer@fhc-usa.com). We look forward to assisting you.