

## **Architectural Metals**

## LIMITED WARRANTY

## WARRANTY INFORMATION

The warranty information below contains details about the length of warranty for FHC's Architectural Metal Products, as well as information about the rights, obligations, limitations, and exclusions that apply. 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 original purchaser of 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 products with the understating 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. All warranty claims are subject to inspection by FHC prior to FHC providing a resolution for the warranty claim.

Frameless Hardware Company (FHC) warrants that for a period of **one** (1) **year** from the date on the invoice to Buyer, FHC's Architectural Metal Products are warranted against defective material or workmanship.

FHC's warranty on powder coat finishes over aluminum base metal guarantees the finish will not crack, flake, blister or peel under normal use or conditions for a period of **five (5) years** from the date on the invoice to Buyer.

This warranty does not cover product failure resulting from improper use or installation, regular weathering, chalking, scratching, fading, corrosive atmospheric pollutants, negligence, abuse, acts of nature, or other factors unrelated to defective materials or workmanship.

This warranty will not apply if after inspection by FHC, it is determined that the provided **Architectural Metal Products** have been installed and maintained in a way that is not in conformity with the guidelines and instructions set forth by FHC for proper maintenance and installation.

The sole obligation of FHC under this warranty shall be limited to either a refund of the purchase price, or to provide a replacement of the **Architectural Metal Product** within the warranty period. The refund or replacement shall constitute the limit of FHC's liability and obligation for any material defect or defect in workmanship in the **Architectural Metal Product**. No other remedies are available.

This Warranty is exclusive, and FHC makes no other warranty, express or implied, including without limitation, any implied warranty of merchantability of fitness for a particular purpose. In no event shall FHC be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort, or warranty of any kind) for any indirect, special, incidental, consequential, or exemplary damages (including but not limited to lost profits).

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.

FHC Invoice No.:	
Project Name:	FHC METALS
Date of Substantial Completion:	MEIALS

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