

LIMITED WARRANTY

Project:

Project Address:

Product: Expansion Joint Covers Fire Barrier IllumiTread™ Products* SAS90 Stair Nosing Trench Covers Corner Guards

Warranty Commences: Date of Shipping

Balco, Inc. ("Balco") warrants the following:

1. LIMITED WARRANTY

The Product subject to this sale will be of good quality and workmanship and free of manufacturing and material defects for a period of 5 years from the date listed above (the "Warranty Period"). Balco does not warrant any products or services not provided by Balco, or any third-party products or services that incorporate the Products. *Excludes Tape Products

If during the Warranty Period, the purchaser believes that a Product covered under this Limited Warranty is defective by reason of faulty design, workmanship or materials, then the purchaser must promptly notify Balco within 15 days of such determination (a "Defect Notice"). Balco will then inspect the Product and determine, in its reasonable judgment, whether a repair or replacement of the Product is warranted, and if so, promptly make the repair or replacement at no additional charge to the purchaser.

The foregoing Limited Warranty will be voided in the following conditions:

- (i) The installation, application and/or maintenance of the Product has not been performed in accordance with Balco's instructions.
- (ii) The Product defect has been caused by fire, accident, natural disaster, abuse, exposure to harmful chemicals, misuse, unauthorized alteration, repair, reconstruction or improper maintenance or storage.
- (iii) The Product defect has arisen from a design, specification, component, or material supplied by or on behalf of the purchaser or a third party; or
- (iv) The Product or any part of the Product has been used or combined with goods, products, hardware, or other materials, or has been replaced with a part not supplied or approved by Balco.

2. LIMITATION OF LIABILITY AND DISCLAIMER

Before using the Product, the purchaser is solely responsible for determining the suitability of the Product for the intended use, and the purchaser assumes all risk and liability whatsoever in connection therewith. The terms set forth herein are the purchaser's exclusive remedy for breach of this Limited Warranty. Balco's liability under this Limited Warranty is limited to the repair or replacement of the Product. Balco will not be responsible for installation costs related to such repair or replacement.

It is further agreed and understood that the price of Product is consideration for the limitation of Balco's liability hereunder and that this Limited Warranty will become effective only upon payment in full for the Products furnished for this project.

THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST BALCO.

BALCO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE BUILDING, OR ITS CONTENTS, NOR WILL BALCO BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY, OTHER THAN THE LIMITED LIABILITY SET FORTH HEREIN.