

SFS INTEC, INC.

VistaCoat Premium System Limited Warranty

SFS Intec, Inc. warrants its carbon steel fasteners, coated with VistaCoat Premium System, against structural failure as defined below, due to exposure to normal atmospheric corrosion for a period of 10 years after shipment, subject to the express conditions stated below.

Red rust corrosion of carbon fasteners will occur naturally over time at various rates depending on installation technique, local environmental conditions, socket condition and fit, and other factors. Structural failure of the fastener will be deemed to have occurred when the fastener will no longer retain the sheet as required in a normal building application.

This warranty DOES NOT APPLY to any fasteners exposed to corrosive or aggressive atmospheric conditions including, but not limited to, areas subject to tide or salt water, fallout or exposure to corrosive chemicals, ash, fumes, nuclear radiation, acid rain, or where corrosive fumes or condensates are generated or released inside the building.

The warranty DOES NOT APPLY if the failure was caused by improper application of the fastener, use of faulty or worn sockets, in-transit damage, improper storage, job site damage, improper installation of the fastener, external forces, explosions, fires, "acts of God", or natural disasters.

SFS Intec, Inc. shall make the exclusive determination as to whether a failure within the terms of this warranty has occurred. If it is determined by SFS Intec, Inc. that a breach of warranty has occurred, SFS Intec, Inc. will provide replacement fasteners in quantities sufficient to permit buyer to fully replace all failed fasteners or refund to buyer the original cost of the failed fasteners. SFS Intec, Inc.'s sole responsibility for breach of this warranty shall be limited exclusively to replacement of the failed fasteners, or at the sole option of SFS Intec, Inc. to refund the original cost of the failed fasteners. Notification of a claim under this warranty must be submitted in writing within thirty days after discovery of a warranted failure, to SFS Intec, Inc., P.O. Box 6326, Wyomissing, PA 19610. SFS Intec, Inc. will examine, or cause to be examined, the fasteners in question. Buyer will furnish adequate identification on the fasteners involved in the claim and date of purchase.

This warranty applies only to the original buyer and is not transferable or assignable. THE WARRANTY AND REMEDIES STATED HEREIN ARE EXCLUSIVE OF AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE STATED HEREIN.

UNDER NO CIRCUMSTANCES SHALL SFS INTEC, INC.'S LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNTS STIPULATED ABOVE, NOR SHALL SUCH LIABILITY BE CONSTRUED AS EXTENDING TO ANYTHING OTHER THAN THE COST OF REPLACING FAULTY FASTENERS. IN NO EVENT SHALL SFS INTEC, INC. BE LIABLE TO ANY CLAIMANT, WITH RESPECT TO ANY CLAIMED BREACH OF WARRANTY OR OTHERWISE FOR ANY LOST PROFITS, OR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY.