

SFS Intec, Inc. WEATHER GARD ZAC WARRANTY

SFS Intec, Inc., hereby provides this limited warranty to “buyer” named above. SFS warrants the head of its ZAC fasteners against red rust corrosion and structural failure, as defined below, due exclusively to red rust corrosion failure of the ZAC alloy head of the fastener resulting from exposure to normal atmospheric corrosion for the life of the building, subject to the express conditions stated below.

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 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 shipment.

SFS shall make the exclusive determination as to whether a failure within the terms of this warranty has occurred. If it is determined by SFS that a breach of warranty has occurred, SFS 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’ sole responsibility for breach of this warranty shall be limited exclusively to replacement of the failed fasteners, or at the sole option of SFS, to refund the original cost of the failed fasteners. Structural failure of the fastener due to red rust corrosion will be deemed to have occurred when the fastener will no longer retain the panel as required in a normal application due exclusively to the failure of the ZAC alloy head of the fastener as a direct result of red rust corrosion. Red rust corrosion failure of the fastener will be deemed to have occurred when the fastener has red rust corrosion on the head of the ZAC fastener.

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 or job site damage, improper installation of the fastener, external forces, explosions, fires, “acts of God”, or natural disasters. This warranty applies only to 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’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 FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE FASTENERS, OR ANY BREACH OF THIS WARRANTY.