



Limited Warranty

U.S.F. Fabrication, Inc., hereafter called the "Company," extends the following limited warranty to Buyer hereafter referred to as "Customer".

The commencement date of this warranty is the date of first purchase by Customer from the Company of the complained of Product and extends for the noted period depending on the Product purchased as follows:

Steel hatches and access doors: 5 years.

Aluminum hatches and access doors: 10 years.

All other products and miscellaneous fabrication items: 1 year

1. Coverage

The Company expressly warrants to the Customer that the product purchased from Company ("Product") will be free from defects in materials and workmanship. Any implied warranties, to the extent they exist and are legally enforceable, for merchantability, workmanship, or fitness for intended use on any Product shall terminate on the same date as the above stated express warranty commences. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

2. Company's Obligations

If a covered defect occurs during the warranty period, the Company agrees to replace or pay the Customer the reasonable cost of replacing the defective item. The Company's total liability under this warranty is limited to the purchase price of the Product. The choice among replacement or payment is the Company's. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. The Company shall pay standard freight charges for warranty components.

3. Customer's Obligation

The Company must be notified in writing by the Customer of the existence of any defect before the Company is responsible for the correction of that defect. Written notice of a defect must be received by the Company prior to the expiration of the warranty on that Product and no action at law or in equity may be brought by the Customer against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. The Customer must provide the Company with access to the defective Product during the Company's normal business hours and Customer may not commence any repair without first obtaining Company's written consent. Customer shall indemnify and hold Company and its affiliates, divisions, officers, owners, employees and agents harmless from any and all claims, actions, costs, losses, damages, liabilities, penalties and other expenses, including reasonably attorney's fees and costs, resulting from death, bodily injury, property damage or other claims, including those of third parties, relating to or arising from the Customer's negligence, actions or inactions with respect to the Product sold by Company or any failure of Customer to install, service or maintain the Product in accordance with stated specifications and in a commercially reasonable fashion.

4. Exclusions

The following items are excluded from this limited warranty:

- a. Defects in any item that was not part of the original Product as supplied by the Company.

- b. Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, tampering, accident, abuse, misapplication, improper action or inaction, or willful or malicious acts by any party other than the Company, its employees, agents, or trade contractors.
- c. Normal wear and tear.
- d. Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water, and circumstances that are not reasonably foreseeable.
- e. Any defect or damage caused by nuisance, as well as careless or negligent transport, must be noted on the carriers signed bill of lading.
- f. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees, agents, or trade contractors to comply with the requirements of this warranty.
- g. Failure of Customer to take timely action to minimize loss or damage or failure of Customer to give the Company timely notice of the defect.
- h. Insect, animal or storage damage.
- i. Special, incidental, consequential, punitive or business loss damages.

5. Exclusive Warranty

THIS WARRANTY IS LIMITED, NON-TRANSFERABLE AND CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW. COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO COMPANY FOR THE PRODUCT IN QUESTION.

6. Dispute Resolution

The Customer shall promptly contact the Company's warranty department regarding any claims and both Customer and Company shall agree on a day and time to discuss the issue. If discussions between the parties do not resolve such matter, either party may, upon written notice to the other party, submit the issue to mediation before a jointly selected certified and neutral mediator at a location mutually agreed upon by the parties. The expenses of the mediator shall be shared equally by Company and Customer but each party shall bear its own legal fees and costs. If the mediator declares an impasse, then the parties shall seek resolution of the matter through a court of competent jurisdiction within Miami-Dade County, Florida, with the prevailing party in any such action being entitled to recover its reasonable attorney's fees and costs from the other party.