



# Perry Fiberglass Products, Inc.

LEADERS IN FIBERGLASS REINFORCED PLASTIC DUCT PRODUCTS

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## WARRANTY

### 1. Warranty Period

The Seller warrants the Equipment supplied under this Agreement shall be free from defect in workmanship and materials and shall conform to the requirements of the Contract documents. This warranty shall apply and commence only if the Purchaser makes all payments required of it under the Contract Documents, to the Seller, in a timely manner. This warranty shall terminate one (1) year from the date of initial operation (first use) or eighteen (18) months after shipment of the Seller's Equipment, whichever occurs first.

### 2. Remedy

In the event of non-compliance with this warranty, the Seller shall, at its option, modify, adjust, repair or replace F.O.B. point of shipment any part or parts of the Equipment which fails to conform to such Warranty.

### 3. Performance of Remedy

If the Seller cannot or does not modify, adjust, repair or replace a defective part within a reasonable time after written notice of such defect is received by the Seller, or if an emergency exists rendering it impossible or impractical for the Seller to perform the modification, adjustment, repair or replacement, in which case the Seller will reimburse the Purchaser for the reasonable cost thereof (on a straight time basis only.)

### 4. Wear and Tear

This warranty does not cover the effects of normal wear, tear, deterioration or abuse of the Equipment; or the effects of abrasion, erosion, or corrosion; or the effects of extreme temperature, improper storage or installation; or operation or maintenance not in accordance with generally accepted industry standards and practices and/or with the Seller's operating instructions and other conditions of service specified.

### 5. Availability of Equipment

The Seller shall have no obligation hereunder until the Purchaser has made the Equipment available for any modification, adjustment, repair or replacement required. Further, the Seller shall not be responsible for equipment or parts furnished by others or repairs or work done by others unless the same is specifically ordered and authorized in writing by the Seller.

### 6. Adjustment to Contract Price

In lieu of the modification, adjustment, repair or replacement of defective workmanship or material set forth above, the Purchaser may decide to accept such defective workmanship or material, in which event the Contract Price shall be subject to an equitable adjustment as determined by the Purchaser and the Seller. Adjustments to the Contract Price shall be made by the issuance of a written Change Order. If acceptance of defective workmanship occurs after final payment, or if the amount specified in the Change Order exceeds the amount due on final payment, an equitable amount, as determined by the Seller and the Purchaser, shall be paid by the Seller to the Purchaser.

### 7. Sole Liability / Exclusive Remedy

The sole liability of the Seller and the exclusive remedy of the Purchaser arising out of the manufacture, sale, furnishing or installation of the Equipment hereunder or its use whether arising under contract, tort (including negligence), strict liability, or otherwise, shall be the modification, adjustment, repair or replacement of the defective Equipment, or revision to the Contract Price as set forth above.

### 8. Warranty Disclaimer

THE SELLER AND THE PURCHASER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESSED WARRANTY AND THE PERFORMANCE GUARANTEE, IF ANY, SET FORTH IN THE PERFORMANCE GUARANTEE SECTION OF THE SELLER'S PROPOSAL OR QUOTATION. ALL OTHER WARRANTIES AND GUARANTEES, OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF TRADE, INCLUDING THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS AGREEMENT.