



FIRE/CEILING RADIATION DAMPER CERTIFICATE OF WARRANTY

ONE YEAR LIMITED WARRANTY

FIRE AND CEILING RADIATION DAMPERS

Metal-Fab, Inc. warrants to owners of its fire and ceiling radiation dampers that they are free from defects in material and workmanship in normal use for one (1) year from original installation, when installed, maintained and used in accordance with Metal-Fab, Inc. specifications.

CLAIMS PROCEDURE

In connection with any warranty claim, owner must establish (i) date of damper installation and name of installer; and (ii) installation of the damper in accordance with Metal-Fab, Inc. installation instructions. If during the limited warranty period, it appears that a damper covered by this limited warranty contains a defect, then call Metal-Fab Customer Service toll free at 1-800-835-2830, before dismantling the damper. Any damper claimed defective shall be returned, freight prepaid by owner, to Metal-Fab, Inc. at 3025 May, Wichita, Kansas 67213 for evaluation, repair or replacement. Upon repair or replacement of a defective damper, Metal-Fab, Inc. will forward the damper to owner, freight collect. The owner shall not be required to deliver a defective damper to Metal-Fab, Inc. if the damper was destroyed as a result of the defect and Metal-Fab, Inc. is reasonably satisfied that the damper was defective at the time of sale. In the event both of these conditions are met, Metal-Fab, Inc. will replace the damper as if the owner had delivered it to Metal-Fab, Inc.

EXCLUSIONS

This warranty does not cover defects resulting in whole or in part from:

- Improper installation, site preparation or maintenance of the damper during the warranty period;
- Neglect, misuse or mishandling of the damper, or modification or alteration of the damper without written approval of Metal-Fab, Inc.;
- Accident, fire, flood, lightning, corrosive atmosphere, or act of god;
- Operation of the damper in extreme conditions or outside the environmental specifications of the damper;
- Removal and/or reuse of the damper from its original installation site; and
- Failure to install and service the damper as set forth in Metal-Fab Inc.'s installation instruction booklet.

DISCLAIMERS AND LIMITATIONS

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER EXPRESS WARRANTY AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON METAL-FAB'S PART. UNLESS PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE TO A TERM OF ONE (1) YEAR.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

THE SOLE AND EXCLUSIVE REMEDY AGAINST METAL-FAB, INC. SHALL BE REPAIR OR REPLACEMENT OF A DEFECTIVE DAMPER AS PROVIDED HEREINABOVE. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGE) SHALL BE AVAILABLE. The sole purpose of the stipulated exclusive remedy provided for herein shall be the repair and replacement of a defective damper in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed its essential purpose, so long as Metal-Fab, Inc. is willing and able to repair or replace a defective damper in the prescribed manner.

Some states do not allow the exclusion or limitation of consequential, incidental or special damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The owner acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any part, product or system of Metal-Fab, Inc., have been made to the owner by Metal-Fab, Inc. by the original purchaser if different from the owner, or by its dealer, which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the owner, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, expressed or implied by Metal-Fab, Inc.