

## Warranty and Limitation of Liability

Alpine SnowGuards (Seller) shall warranty all products manufactured by Seller to be free from defects in material or workmanship for a period of two years from the date product is received by Buyer. Except as provided in the preceding sentence, Seller makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose. Seller shall not warranty welding performed by third parties, adhesive used in the installation of any product, or installation of the product itself. All warranties are conditioned upon 1) the accuracy of the roof information provided to Seller upon which appropriate quantities and spacing are determined, and 2) installation of product in accordance with Seller's published installation instructions and/or recommended spacing provided in writing by Seller. Any structural modifications or changes to the product will void the warranty. Utilizing Alpine SnowGuards or products distributed by Alpine SnowGuards as a fall protection system is NOT approved. Projects in regions with a ground snow load of 150 psf or greater will require a local structural engineer's project evaluation, product evaluation, and a project specific recommended layout. Buyer acknowledges that Buyer is making this purchase based upon Buyer's specifications to Seller of the goods required by Buyer, and not by reason of any statement made by or on behalf of Seller as to the merchantability, specific attributes or otherwise of the goods. Neither Party shall be responsible for incidental, consequential, or special damages of any kind. Seller shall in no event be responsible for damages in excess of the purchase price. The foregoing limited warranty and disclaimer of liability shall be binding upon the Parties and any successors in title, assigns, transferees, and ultimate users.

03-2011

