

4.01 WARRANTY

Materials Supplied by Romtec

Romtec guarantees that the Materials will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of Materials is delayed for any reason, the warranty begins on the date that the Materials were ready to deliver.

The customer will have up to five (5) business days to inspect and accept any delivery, after which, if not specifically rejected, it is considered accepted.

Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for the customer to complete installation of the Materials. If the customer completes installation of the Materials within this time, the 1-year warranty will begin on the installation completion date. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.

Unless otherwise specifically agreed in writing, Romtec does not offer and specifically disclaims any implied warranty of merchantability or warranty of fitness for any particular purpose or any other warranty except as provided herein. Romtec's warranty does not include coverage of costs for removal/reinstallation labor, transportation or other costs or expenses relating to warranty work, including any indirect, incidental, delay, liquidated, or consequential damages.

This warranty extends only to Romtec's direct customer (as named in the Romtec Purchase Order) herein called "customer" and not to any person or entity with whom customer has business relationships, or any other party.

At Romtec's option, the warranty may be transferred to a final end owner other than customer.

Components Resold or Supplied with the Romtec Building Package(s)

Certain components of the Materials are warrantable directly by the original manufacturer for periods that may be longer or shorter than the 1-year Romtec warranty. The terms of such warranties are identified in the relevant submittal documentation or available upon request. Replacement for, repair or refund of defective workmanship or material under normal use shall be remunerated directly with the manufacturer of the component. Examples of components would be locksets, plumbing fixtures, electrical fixtures, etc.

Claims: The following provisions apply to all claims.

- a. Freight Damage Claims:** If Romtec agrees to ship Materials under any agreement whereby Romtec remains responsible for risk of loss or damage while the goods are in transit, any customer claims for damage in transit shall be made in writing endorsed on the bill of lading at the time customer accepts delivery of the merchandise, otherwise Customer waives the right to any freight damage claim(s). CUSTOMER MUST CAREFULLY INSPECT THE MATERIALS BEFORE ACCEPTING DELIVERY.
- b. Claims of Defective Manufacture:** Claims that the Materials were incorrectly manufactured or defective in any way must be made directly to Romtec on a product-by-product basis. All claims must be made within 72 hours of the defective condition, or the time when the defect should have been discovered. All claims must include the following:
 1. Detailed description of the specific problem, failure, or other event giving rise to the claim, including specific location and supporting photographs or videos.
 2. Contact information for third-party individual(s) who can substantiate the claim and who do not work for Customer or any affiliate of customer.
- c. Claims for Missing Materials:** Customer or Customer's representative must inventory the shipment of materials upon arrival at the job site for completeness. Claims for missing or deficient materials shall be reported to Romtec within the delivery acceptance period of five (5) business days. If Romtec does not receive notice of missing or deficient materials within the delivery acceptance period, the customer waives any future claim(s) for missing materials. After the delivery acceptance period has ended, the customer assumes responsibility for any missing or deficient materials.
- d. Claims for Damaged Materials Stored Prior to Installation:** Building Materials are packaged for shipment only and intended for installation within thirty (30) days of delivery. If installation is delayed by Customer and the materials are stored in an exposed location for more than thirty (30) days, all warranties are null and void. Customer assumes all responsibility for adequately protecting stored materials prior to and during installation.
- e. Action in Event of Established Claim:** Liability of Romtec shall be limited to, at its option, repair or replacement of the goods, or refund of the purchase price of those specific goods. All goods repaired or replaced under this warranty are shipped to customer FOB Roseburg, Oregon, or FOB manufacturer's facility.
- f. No Third Party Claims:** Under no circumstance shall Romtec be responsible for any damage claims by any party other than claims by Romtec's direct customer (or end owner if warranty is transferred).

Release and Hold Harmless: Customer releases and agrees to defend, indemnify, and hold Romtec harmless from and against any and all claims, demands, actions, and causes of action for any matters arising out of or connected with Romtec's work whereby the customer is responsible for errors or omissions.

Any additional limitations or clarifications provided in Romtec's proposal(s), submittal document(s), or other relevant documents are applicable insofar as the terms modify this warranty.

