

# Eurospan Warranty

# Introduction

This letter is to confirm the Warranty Period for Eurospan® Stretch System supplied by Conwed, as provided for the aforementioned Project / Quote.

# Who is covered

The original consumer purchaser (i.e. the building owner, not the installer or contractor) or the first transferee from the original purchaser is entitled to the benefits of this warranty.

## How long you are covered

Conwed Eurospan® Stretch System is covered by a 10-year limited warranty.

# What is covered

The Eurospan® Stretch System is warranted to remain stable, and not lose its form due to aging for a period of 10 years after final acceptance of shipment.

# What is not covered

This warranty does not cover any problems with non-defective components caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- 1. Acts of God, fire, flood, exposure to chemicals, physical abuse or misuse, improper installation;
- 2. Failure to store materials in a clean, dry area, enclosed and protected from the elements such as rain, snow, and direct sunlight;
- Components stored or installed in an area that is outside of standard occupancy conditions (60-85 deg F and less than 70% relative humidity);
- 4. Failure to install the Eurospan® Stretch System in accordance with Conwed's instructions or recommendations, including but not limited to using mountings not supplied or otherwise recommended by Conwed. Conwed bears no responsibility for any installation actions taken or not taken and is not responsible for installer selection;
- 5. Normal wear and tear or exposure to smoke, fumes, leaks or abuse including impact to the face of the Eurospan® Stretch System;
- 6. Alterations made after completion of the installation, including but not limited to: painting or application of cleaning solutions, coatings or othermodifications;
- 7. Any Labor Charges;
- 8. Any costs that you incur that are not authorized in advance by Conwed.

VETERAN owned business Disclaimer of liability: Technical information contained herein is furnished without charge or obligation and is given and accepted at recipient's sole risk. Conditions of use may vary and are beyond our control, and because of this Conwed makes no representation about, and is not responsible or liable for, the accuracy or reliability of data associated with particular uses of any product described herein.

#### Remedy

Should the Eurospan® Stretch System be other than as warranted during the applicable warranty period, Conwed, at its sole option, will replace the defective components of the Eurospan® Stretch System as well as any other component which must also be repaired or replaced in order to properly repair or replace the defective components. Conwed's obligation to pay however, shall be subject to these limits:

- 1. Maximum repair or replacement cost to Conwed shall be the replacement cost of the defective component and will not include any labor charges;
- 2. The settlement, described above, or at the option of Conwed its monetary equivalent, will be the only remedy available to the owner for defective components of the panels.

#### Notification of claims

Claims pursuant to this Warranty must be submitted in writing together with proof of purchase, installation date and defect, to Conwed:

#### 1445 Holland Rd, Maumee, OH 43557

Notification must be submitted within thirty (30) days of discovery of the alleged defect. Within thirty (30) days after receipt of the written claim, a Conwed representative will contact the owner to investigate the claim.

### Limitations

Any implied warranty, including warranty of fitness for a particular use or purpose, and warranty of merchantability, is limited in duration to the express warranty provided herein unless a shorter period is permitted by law. Conwed shall not be liable for incidental or consequential damages or for damage to the building, its contents or its occupants. This warranty contains all the provisions of your remedies from Conwed. Liability is limited to the provision of this warranty, whether any claim against it is based upon strict liability, negligence, breach of warranty or any other theory or cause of action.

Some states do not allow limitations of how long an implied warranty lasts or the exclusion of incidental or consequential damages, so the above limitations

or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Warranty Effective Date = Ship Date

Please contact Conwed for any additional information.