

## Anchor Danly Fabrications

### WARRANTY STATEMENT

This limited warranty is in consideration of your purchase of Anchor Danly Fabrications product or services (the “Product”) from Anchor Danly Inc., or Anchor Danly LLC (“Anchor Danly Fabrications”) and forms part of the purchase and sale agreement. It supersedes all other warranties between yourself and Anchor Danly Fabrications, both oral and written, express or implied.

Anchor Danly Fabrications warrants that the Product purchased conforms to the specifications agreed in writing when your order was placed or as amended by mutual written agreement thereafter. Anchor Danly Fabrications further warrants that all Product is free from defects of material or workmanship.

This warranty lasts for a period of one (1) year from the invoice issue date. It does not extend to conditions, malfunctions, or damage arising from improper installation, normal wear and tear, improper maintenance, alteration, misuse, negligence, or otherwise not arising from defects of material or workmanship.

If, upon receipt of the Product or within sixty (60) days thereafter, you believe that the Product does not conform to the agreed specifications, contact Anchor Danly Fabrications immediately. Anchor Danly Fabrications will promptly investigate your claim. If the Product is found to materially vary from the agreed specifications, Anchor Danly Fabrications will either repair or replace the Product as determined in its absolute discretion. Anchor Danly Fabrications is under no obligations with respect to such claims made after sixty (60) days from receipt of the Product unless otherwise agreed upon in writing at time of contract to manufacture.

If any Product, within the lifetime of this warranty, is found to be defective in material or workmanship, contact Anchor Danly Fabrications immediately. Anchor Danly Fabrications will promptly investigate your claim. If the Product is found to be materially defective in material or workmanship, Anchor Danly

Fabrications will either repair or replace the Product as determined in its absolute discretion.

You are obligated to conduct reasonable inspection and maintenance for all Product and to promptly notify Anchor Danly Fabrications of any potential or impending warranty claims. If you will be making a warranty claim with respect to any Product, stop using that Product immediately. Do not attempt to repair or modify any Product without the express written consent of Anchor Danly Fabrications. Failure to abide by any of the foregoing shall be deemed to be negligent misuse of the Product. Anchor Danly will in no way be liable for any loss of or damage to persons, property, or Product resulting from such negligent misuse.

This warranty extends to the original purchaser only and is not transferrable. Failure to comply with the procedures and conditions herein contained will alleviate Anchor Danly Fabrications's obligations hereunder to repair or replace Product.

Anchor Danly Fabrications's entire liability and your exclusive remedy shall be the repair or replacement of the Product, at Anchor Danly Fabrications's absolute discretion. Any replacement Product shall be warranted for the longer of remaining warranty period or thirty (30) days. Anchor Danly Fabrications's liability does not cover processing costs by you or any third party.

To the maximum extent permitted by applicable law, in no event shall Anchor Danly Fabrications be liable for any damages whatsoever arising out of the use or inability to use the Product, even if Anchor Danly Fabrications has been advised of the possibility of damages. In any case, Anchor Danly Fabrications's maximum liability hereunder shall be strictly limited to the amount actually paid by you for the Product. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages; the above limitation may not apply to you.

Date of issue: Jan. 1<sup>st</sup> 2015

Supersedes any previous statements