



Limited Warranty

(a) LiteSteel Technologies America LLC (“LST”) warrants to the Customer and the original owner of the structure (and not to any other person) in which the Goods are installed that the Goods will be free from defects in materials and workmanship for the life of the structure in which they are installed and will perform (subject to the exclusions set forth herein) according to the specifications provided in the applicable Contract or published Goods information. The warranty set forth in this section is applicable only if the Goods are installed in structures located in the United States of America in compliance with all applicable building codes and are installed and maintained according to LST’s published product information and installation guides applicable to the Goods.

(b) Any claim by the Customer made under the warranty set forth in this section must be made in writing within thirty (30) days of the Customer’s discovery of the defect upon which such claim is based.

(c) The warranty set forth in this section does not cover (i) nonconformities or damage caused by misuse, improper handling or storage; (ii) damage caused by installation, installation techniques or maintenance; (iii) damage caused by Acts of God; or (iv) damage resulting from fire or from the acts of third parties beyond our control. Additionally, the warranty is void if the defect or nonconformity of the Goods resulted from damages occurring after delivery of the Goods, or if the structure is materially altered or modified after original installation of the Goods.

(d) Additionally, the warranty set forth in this section does not cover the workmanship and/or certification of the architects, engineers, builders, contractors or workmen employed by the purchaser or homeowner, and does not cover or guarantee the workmanship of the installation of the Goods. LST assumes no responsibility for the accuracy, completeness or quality of work performed by persons or entities not employed by LST.

(e) LST’S SOLE OBLIGATION IN THE EVENT OF A BREACH OF THIS LIMITED WARRANTY SHALL BE, AT THE OPTION OF LST, THE COST OF REPLACEMENT OF THE DEFECTIVE GOODS AS SOON AS REASONABLY PRACTICABLE, THE REPAIR OF THE DEFECTIVE GOODS, OR THE REPAYMENT OF THE ORDER PRICE OF THE DEFECTIVE GOODS, PROVIDED THAT IN NO EVENT SHALL LST BE OBLIGATED TO REMOVE DEFECTIVE GOODS FROM OR INSTALL REPLACEMENT GOODS INTO A STRUCTURE. LST’S LIABILITY FOR BREACH OF WARRANTY SHALL NOT EXTEND BEYOND THE DEFECTIVE GOODS TO ANY OTHER GOODS THAT ARE PART OF AN ORDER OR OTHERWISE.

(f) THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. LST DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND NOT SET FORTH HEREIN (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.