



LIMITED LIFETIME WATERTIGHT WARRANTY

Limited Warranty

Custom Metal Components, Inc. (hereinafter CMC) hereby issues the following Limited Lifetime Watertight Warranty (“Limited Warranty”) exclusively to the original Purchaser (hereinafter “Purchaser”) subject to the terms and conditions listed below.

During the lifetime of Purchaser, and as long as Purchaser owns the Property, CMC warrants that the EZ Vent –N- Closure will remain watertight.

Remedy

CMC’s obligation under this Limited Warranty is limited to the replacement of defective 5’ sections of material only. CMC will not pay, or otherwise be responsible for, the cost of removal of failed material or installation of replacement sections of new material.

NOTWITHSTANDING CMC’S OBLIGATION TO REPLACE IN ACCORDANCE WITH THE TERMS OF THE PRECEDING PARAGRAPH, THE EXTENT OF CMC’S TOTAL LIABILITY FOR THOSE OBLIGATIONS AND FOR ANY AND ALL CLAIMS OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE AND BREACH OF ANY AND ALL WARRANTIES), SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE MATERIAL PAID TO CMC.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CMC HEREBY DISCLAIMS ALL SUCH WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY STATED HEREIN.

THIS LIMITED WARRANTY ALSO SUPERSEDES AND IS IN LIEU OF ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM CMC’S NEGLIGENCE, ACTUAL OR IMPUTED, OR STRICT LIABILITY. THIS LIMITED WARRANTY SHALL BE PURCHASER’S SOLE AND EXCLUSIVE REMEDY AGAINST CMC ARISING OUT OF OR RELATED TO THE MATERIAL.

UNDER NO CIRCUMSTANCES SHALL CMC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION LOSSES, OR LOST USE OF THE BUILDING OR ITS CONTENTS, EVEN IF CMC HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

PURCHASER SPECIFICALLY WAIVES THE RIGHT TO ATTORNEY'S FEES, INCLUDING ANY CLAIM FOR ATTORNEY'S FEES PURSUANT TO THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, ANY OTHER STATUTE OR THE COMMON LAW.

Conditions, Limitations and Exclusions

1. This Limited Warranty shall apply only to products installed in the Continental United States, Hawaii, Alaska, Canada and Mexico.
2. This Limited Warranty is extended only to the original Purchaser. This Limited Warranty is non-transferrable and non-assignable.
3. This Limited Warranty applies only to Material shipped by CMC after Sept. 1, 2017.
4. This Limited Warranty is conditioned upon the proper installation of the Material.

INVESTIGATION

CMC has no obligation under this Limited Warranty unless and until CMC has been allowed a reasonable opportunity to inspect and, if necessary; obtain a sample of the Material.

Governing Law and Venue

This Limited Warranty shall be governed by and construed in accordance with the laws of State of Texas without regard to choice of law rules. Any dispute, controversy or claim arising out of, related to, or in connection with this Limited Warranty shall be submitted to mediation prior to the commencement or filing of any action or legal claim in any forum. IN THE EVENT THAT PURCHASER AND CMC DO NOT RESOLVE THE DISPUTE, CONTROVERSY OR CLAIM IN MEDIATION, ANY ACTION, PROCEEDING OR LAWSUIT ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY MUST BE BROUGHT SOLELY AND EXCLUSIVELY IN THE STATE COURTS OF ERATH COUNTY, TEXAS. VENUE IS IMPROPER IN ANY OTHER JURISDICTION. BY ACCEPTING THIS LIMITED WARRANTY, PURCHASER IRREVOCABLY CONSENTS TO THE JURISDICTION AND EXCLUSIVE VENUE OF THE ABOVE-IDENTIFIED COURTS. PURCHASER WAIVES THE RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING OUT OF THIS WARRANTY OR THE MATERIAL BY CMC.

Modification, Waiver and Severability

This Limited Warranty cannot be amended, altered or modified in any way except in writing signed by an authorized officer of CMC. No other person has any authority to bind CMC with any representation or warranty whether oral or written.

CMC's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of any such condition or of any other term of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

End of Warranty