



01001

## **20 YEAR WARRANTY**

Tabs Wall Systems LLC (TABS II) Warrants to the original Buyer that the goods will be free from defects in material and manufacturer's workmanship for a period of twenty (20) years from the date of original delivery. In the event that the goods are not installed or maintained in accordance with the TABS II specifications, are modified or are damaged by accident, unreasonable use, improper maintenance or neglect, this Warranty shall become void. For the purpose of this Warranty, a defective item is an item that is found by TABS II to have been defective in materials or workmanship if the defect materially impairs the value of the goods to the Buyer.

TABS II shall have no obligation or liability under this Warranty for claims arising from any other parties (including Buyer's) negligence or misuse of the goods, the installation of the goods in any area subject to fallout or exposure to corrosive chemicals, ash, liquids, fumes or vapors, or in any area in which the environment changes from normal to corrosive atmosphere. This Warranty does not apply to any claim or damage arising from or caused by improper storage, handling, installation, maintenance or from fire, floods, accidents, structural defects, building settlement or movements, acts of God or other causes beyond TABS II control.

Buyer must give notice of any alleged defect in the goods to TABS II within 30 days after discovery of the defect by Buyer. If notice is not given within such period, any claim for breach of Warranty shall be conclusively deemed to have been waived, and TABS II shall not be liable under this Warranty. TABS II or its agents shall be entitled to examine the goods. TABS II shall have the option of requiring the return of the defective goods, transportation prepaid, to establish the claim. The acceptance by TABS II of any goods returned shall not be deemed as admission that the goods are defective or in breach of any warranty, and if TABS II determines that the goods are not defective, the material shall be reshipped to the Buyer at Buyer's expense. No product will be returned to TABS II without its written consent.

**TABS II Makes No Warranty As To Any Goods Not Manufactured By TABS II. The Terms And Duration Of Warranties Of Such Goods, If Any, Will Be Specified By Their Manufacturers. The Warranties Herein Are In Lieu Of All Warranties, Express, Implied, Statutory Or Otherwise. In Particular, TABS II Makes No Warranty Of Merchantability Or Fitness For A Particular Purpose As To Any Goods Sold Under The Agreement.**

Any action for breach of the Warranty must be commenced within one year from the occurrence unless TABS II extends the period for action in writing. No representative, agent or dealer of TABS II has the authority to modify, expand or extend this Warranty, to waive any of the limitations or exclusions, or to make any different or additional warranties with respect regarding the Product.

If TABS II determines that the goods are defective and Buyer gives proper notice of a claim under the Warranty to TABS II, TABS II may, at its option, either (1) replace the defective goods, or (2) refund to Buyer the Buyer's original cost for the defective goods. The repair, replacement, or payment in the manner described above shall be the exclusive remedy of the Buyer for breach of this Warranty. TABS II shall not be liable for labor or other costs of installation or removal of the defective product incurred by Buyer. Buyer shall have no right to "Cover" by procuring substitute goods at the cost or expense of TABS Wall Systems LLC.

**Consequential Damages, Injury, Property Damage, Lost Profits, Or Other Economic Injury Due To Any Defect In The Goods Or Any Breach By TABS WALL SYSTEMS LLC. TABS II Shall Not be Liable To The Buyer In Tort For any Negligent Design Or Manufacture Of The Goods, Or For The Omission Of Any Warning There from.**

The foregoing shall not limit Buyer's recourse against any other manufacturer of goods sold under this Agreement, for any Warranty extended by other manufacturer of goods sold under this Agreement, or for any Warranty extended by such manufacturer. The Warranty of any such manufacturer will not be deemed to be the Warranty of TABS Wall Systems LLC.