

Re: [Project Name]
Customer: [T/B/S]
Meerfab Metals, LLC* --- *LIMITED WARRANTY

[Any and all representations expressed herein are modifications to those set forth in our Standard Terms of Sale (recited at length in all of our contracts, purchase orders, order confirmations, invoices and other documents), and all of which Terms are more fully set forth on our website for ease of access or reference. These Terms of Sale apply to this job, except as explicitly modified below.

Meerfab Metals, LLC (hereinafter, "***MMLLC***") presents and represents to You, Customer: [T/B/S], its customer, as follows:

To: [For example] **PORT MORRIS TILE & MARBLE CORP.**
1285 Oak Point Avenue
Bronx, New York 10474
Att: Anthony Vespa, Executive VP

<u>General Contractor:</u> [For example] ?????? Construction Co. 409 Main Street Chester, NJ 07930	<u>Owner:</u> [For example] ???? One Health Plaza East Hanover, NJ 07936-1080
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Re: **[Name of Job]**
[Job No.: ???????]

This Limited Warranty is to certify that the fabrication we performed for you, [For example] **PORT MORRIS TILE & MARBLE CORP.**, per your engineered Plans & Specifications, on the **Steel** and the consequent products (e.g., **Stone Anchors, etc.**) we supplied to you are warranted for a period of **five (5) years** from the date of its delivery to your designated jobsite above, against defects in its workmanship as provided in these same engineered Plans & Specifications and outlined in the Purchase Order for the above referenced project. We will assist you in prosecuting claims for defects in the underlying received products (that is, received by **MMLLC** on your behalf & to fulfill your Purchase Order) and raw material [e.g., **Steel & Stainless Steel**] we purchased on your behalf from its manufacturer and/or supplier. No claims for defects in workmanship or products supplied have been presented to date.

MMLLC warrants that the products supplied: (a) conform to the Purchase Order, including any engineered Plans & Specifications supplied to us; (b) the products were merchantable, of first-class material and workmanship, free from defects and fit, suitable and sufficient for the purposes intended in the engineered Plans & Specifications as supplied to us; (c) the products we

supplied do not infringe any patents, trademarks, trade secrets, or proprietary rights of any third party; (d) and that in the performance of the Purchase Order and in supplying the products called for by your engineered Plans & Specifications as supplied to us, we have complied with all applicable laws, rules and regulations.

These terms are more specifically defined as follows:

MMLLC represents and warrants to its customer as follows:

1. that it has the right and title in, and authority to sell to you, these parts/products/materials as set forth;
2. that it owns, or has the right to use to the best of its knowledge, all the required intellectual property rights in the parts/products/materials sold to you;
3. that all implied warranties of merchantability and fitness for these particular purposes, as required by the law of the State of New Jersey, are included herein;
4. that it will provide you with any and all warranties extended/provided by the manufacturer, maker, seller or provider of any parts/products/materials purchased by *MMLLC* pursuant to your orders to *MMLLC* and included in the parts/products/materials sold to you;
5. that, for such parts/products/materials purchased by *MMLLC*, pursuant to your written orders to *MMLLC*, the warranties so provided shall be primary and prior to any other warranties from *MMLLC*;
6. that the parts/products/materials sold to you shall conform to, and be reasonably fit and fabricated for, the purposes set forth in the Plans & Specifications provided by you to *MMLLC* and shall further comply with all applicable and known laws, ordinances, relevant orders, rules and regulations;
7. that *MMLLC* will provide to you, upon request, all materials specifications (as well as available instructions and maintenance manuals) given to us by our metals and other suppliers for such parts/products/materials purchased by *MMLLC*, pursuant to your orders to *MMLLC*;
8. that all welding will be done in accordance with **AWS** standards and that it will be done by **AWS**-certified welders (*MMLLC* will, upon request, make these certifications available for inspection, as needed).

The Buyer's sole and exclusive remedy against MMLLC for any defect found to exist in, and identified within **five (5)** years of the delivery of the parts/products/materials supplied, produced and/or delivered by MMLLC, shall be the replacement of such parts/products/materials by MMLLC. The Buyer shall, in the event of any type of claim whatsoever, be legally entitled to no other direct or consequential damages, losses or moneys of any type whatsoever (including, but not limited to, business losses, loss of profits, personal injuries, property damage or other incidental, direct or indirect damages, no matter how they are styled, claimed or defined).

Beyond a period of **five (5)** years from the date of our delivery to your designated jobsite above, these explicit Limited Warranties and those required by operation of law, we extend no additional warranties. *MMLLC* cannot and does not warrant, guarantee or make representations regarding the use, misuse, or results of the use of the products supplied.

MetalFab Metals, LLC

James A. Murray, COO

Dated: **December 08, 2016**

Beyond the above, MMLLC extends no representations whatsoever, except as may be required by operation of law. No agent, employee or other representative of MMLLC---or any other person--- has the authority/right to modify, extend or amend the warranties, guarantees and/or terms/conditions of this job beyond those stated herein, except in a writing signed by all of the parties in appropriate form. MMLLC disclaims and cannot warrant, guarantee or make any representations regarding the use or the results of the use of the parts/products supplied by your workmen or others, not in strict conformance with the plans and specifications of this job.

[Revised December 08, 2016]