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Metal Solutions for Building Envelopes
www.MetfabMetals.com

Re: {Project Name}
[Project #: address, etc....]
METFAB METALS, LLC LIMITED 5-YEAR WARRANTY

[Any and all warranties expressed herein are modifications to those set forth in our Standard Terms of Sale (incorporated at length into 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 (www.metfabmetals.com) for ease of access or reference. These Terms of Sale apply to this job, except as modified below. Our warranty set forth is specifically only modified here to comply with the requirements of this job and its specifications.]

METFAB METALS, LLC (hereinafter "**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 legally-required implied warranties of merchantability and fitness for these particular purposes, as required by law in 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, finisher or provider of any parts/products/materials purchased by **MMLLC** pursuant to your orders from **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 specifications provided, designed & engineered 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);
9. The Buyer's sole and exclusive remedy against **MMLLC** for any defect found to exist in, and identified within five (5) years of the substantial completion and 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, payroll or subcontractor costs, personal injuries, property damage or other incidental, direct or indirect damages, no matter how they are styled, claimed or defined).

Beyond the above, **MMLLC** extends no warranties, limited or otherwise, whatsoever, except as may be required by operation of law. No agent, employee or other representative of **MMLLC** has

the authority/right to extend or give any warranties beyond those stated herein. **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: November, 2017

Dated at Orange, NJ:
Date: _____, 2017

Issued by:

James A. Murray, CEO/COO

[End of limited warranty]