

WARRANTY ON BUILDING & ACCESSORIES

U.S. Chemical Storage buildings are warranted to you as the original buyer/end user for one year from the date of shipment against defects in workmanship and material, with the exception of structural integrity, which is warranted against defects in workmanship and material for a period of 15 years from the date of shipment. This warranty is subject to proper maintenance of said building by buyer/end user. U.S. Chemical Storage will replace or repair, at their option, any product which is in the opinion of U.S. Chemical Storage to be defective and has not been tampered with, modified, subjected to an accident/misuse or not communicated to U.S. Chemical Storage at the time of the order, or is not maintained, inspected and tested according with the preventative maintenance schedule (*see Maintenance Manual for this schedule*).

This warranty is in effect from the point of delivery of product from U.S. Chemical Storage to buyer/end user.

At the option of U.S. Chemical Storage, a product shall be replaced or repaired at the customer's site using factory personnel or outside contractors under U.S. Chemical Storage's direction or returned to the factory for repair at the sole discretion of U.S. Chemical. Items that are not manufactured by and purchased by U.S. Chemical Storage are warranted against defects from the manufacturer's fabrication, process or parts according to the original manufacturer's warranty for such items from the date of shipment. Such items include, but are not limited to; building interior and exterior finish, switches, lights, gas sensors, electrical boxes, air conditioners, heaters, fan motors, dry chemical fire suppression equipment, doors, door locks and door closures. Such items can only be returned with prior approval of U.S. Chemical Storage. The original manufacturer or agent thereof, will make evaluation of each reported defective part and issue final judgment regarding warranty.

Seller's liability under this contract will be limited to repair of the defects as set forth in the paragraph, or—if unable to be repaired—replacement of goods. Any warranty expressed is only intended to cover parts. Any labor charges incurred are at the expense of the customer or at the discretion of U.S. Chemical Storage's factory representatives. It is expressly agreed by the parties herein that this shall be the Buyer/End User's sole and exclusive remedy against the Seller. Any disputes regarding warranty and building purchases are to be handled in the state of North Carolina, County of Wilkes, City of Wilkesboro.

There are no other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. US Chemical's liability under this warranty is limited to the repair of defects as set forth above.

In no event shall US Chemical Storage be liable for any loss of profits or any incidental or consequential damages for any reason, and the right to recover incident or consequential damages is expressly waived.