

LIMITED WARRANTY

Ultra-tec Cable Railing Products

Nationwide TCC Acquisition, LLC, a Delaware corporation, ("Ultra-tec") warrants its Ultra-tec® cable railing products ("Products") to be free from defects due to defective materials or workmanship for a period of ten (10) years from the date of the purchase of the Products by the Customer (or by an installer on behalf of the Customer). The "Customer" is the owner or owners of the real estate and structure upon which the Product is installed at the time the install occurred.

CLAIM PROCEDURE

Should any defect develop during the warranty period, the Customer shall deliver the defective Product(s) or clear photographic evidence thereof to Ultra-tec together with written notice of such defect and evidence that the condition or failure is covered by this warranty. All claims must be filed within 30 days of discovery of the alleged defect AND within the warranty period set forth above.

After reviewing the claim information submitted, Ultra-tec will determine the validity of the claim. Part of this determination may include an Ultra-tec agent examining the alleged defective Product in its place of install. If Ultra-tec determines that the Customer's claim is valid, Ultra-tec will, at its sole option, either (i) replace the defective Product or (ii) refund the Customer the portion of their original purchase price associated with the defective Product. This warranty does not cover, and Ultra-tec will not be responsible for, costs incurred for the removal or disposal of the defective Product or the installation of the replacement Product. The Customer is responsible for all costs associated with shipping, handling, and labor. Ultra-tec will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. For any questions regarding this warranty or the claims process, you may call our toll-free number at 1-800-851-2961.

EXCLUSIONS

Damage, defects, corrosion, or problems resulting from causes outside Ultra-tec's control are excluded from coverage under this warranty. Such causes include, without limitation: Installation, Maintenance, and Acts of God:

- Movement, distortion, collapse or settling of the ground or supporting structure on which the Products are installed
- Acts of God and Nature (such as, but not limited to, hurricane, earthquake, flooding, fire, lightning, hail, etc.); accidents; vandalism and environmental conditions (such as air pollution, mold, mildew, exposure to seawater or seawater air), insurrection, civil unrest, or terrorism
- Damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products; or improper use, abuse, or neglect of the Products
- Failure of other component parts or portions of the railing system in which the Products are installed

DISCLAIMERS

THE ABOVE STATEMENT OF WARRANTY SETS FORTH THE ONLY EXPRESS WARRANTY EXTENDED BY ULTRA-TEC FOR ITS CABLE RAILING PRODUCTS, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF THE SELLER AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. NO OTHER WARRANTY, MADE BY ULTRA-TEC OR ITS AGENTS, WRITTEN OR OTHERWISE COMMUNICATED, WHICH IS NOT CONTAINED OR AUTHORIZED HEREIN, WILL BE RECOGNIZED BY ULTRA-TEC.

LIMITATION OF LIABILITY

ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR STATEMENTS OF THE USEFUL LIFE OF ANY ULTRA-TEC PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER.

THE REMEDIES DESCRIBED ABOVE ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ULTRA-TEC'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ULTRA-TEC'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE CUSTOMER FOR THE DEFECTIVE PRODUCT, NOR SHALL ULTRA-TEC UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

This warranty shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws. Any legal action concerning the warranty shall be litigated in the courts of the State of Texas, to which the Customer agrees to submit to personal jurisdiction.

THIS WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS, THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.