



OATEY LIMITED WARRANTY

Oatey Co. and its affiliates (collectively referred to as “Oatey”) warrant that goods sold by it will be free from defects in material and workmanship for one year following the date of sale*. If any of the goods are found by Oatey to be defective, such goods will, at Oatey’s option, be replaced or repaired at Oatey’s cost. The parties hereto expressly agree that buyer’s sole and exclusive remedy against Oatey shall be for the repair or replacement of defective goods as provided herein. (The sole purpose of the stipulated exclusive remedy shall be to provide buyer with free repair and replacement of defective goods in the manner provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as Oatey is willing and able to repair or replace defective goods in the prescribed manner). THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN, AND OATEY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND. No statement by Oatey or its agents, by words or action, other than as set forth in this language shall constitute a warranty. GOODS WHICH MAY BE SOLD BY OATEY BUT WHICH ARE NOT MANUFACTURED BY IT ARE NOT WARRANTED BY OATEY, BUT ARE SOLD ONLY WITH THE WARRANTIES, IF ANY, OF THE ORIGINAL MANUFACTURERS THEREOF. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced goods. Oatey’s warranty does not apply to any goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to unauthorized parts or attachments), or adjustment or repair performed by anyone other than Oatey or one of Oatey’s authorized agents.

Any claim by buyer with reference to the goods sold hereunder shall be deemed waived by the buyer unless submitted in writing to Oatey within the earlier of: (a) 30 days following the date buyer discovered or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty, or (b) 13 months following the date of sale. Any cause of action for breach of the foregoing warranty shall be brought within 13 months from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

LIMITATION OF LIABILITY. OATEY’S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY FOR ITS GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY OATEY TO BE DEFECTIVE, OR AT OATEY’S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR PARTS THEREOF. AT OATEY’S REQUEST, BUYER WILL SEND, AT BUYER’S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO A LOCATION OF OATEY’S CHOOSING.

DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL OATEY BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TO BREACH OF ANY OBLIGATION IMPOSED ON OATEY HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION LOSS OF USE, INCOME OR PROFIT OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS, OR DAMAGES OR LOSSES SUSTAINED AS THE RESULT OF WORK STOPPAGE. BUYER SHALL INDEMNIFY AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY OATEY ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

*There are two exceptions to this one year warranty. (1) Master Flash® roof flashings carry a 20 year limited warranty. (2) All other Oatey roof flashings carry a limited warranty with a duration that is equal to the lifetime of the roof on which the flashing is installed. In the case of either exception, a buyer must assert a claim within 30 days following discovery of facts giving rise to the breach of warranty. All other terms and conditions of the Limited Warranty shall apply to roof flashings.

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