

# EVERGRIP™ WARRANTY

SFS intec, Inc. warrants that its Evergrip 304 stainless steel BiMetal fasteners (the "Fasteners") will not structurally fail or create structural failure in adjacent materials as a result of corrosion of the Fasteners for a period of **forty (40) years** from the date of purchase.

This warranty shall not apply unless: (i) the Fasteners have been installed in full compliance with the installation recommendations of SFS intec, Inc. (including, without limitation, installation only in allowable materials listed below) and in compliance with all applicable laws, codes and ordinances; (ii) the Fasteners are located in a non-marine environment; and (iii) the corrosion of the Fasteners has not resulted from the corrosion of adjacent materials.

For purposes of this warranty, a Fastener shall be deemed to have structurally failed due to corrosion if the stainless steel portion of the Fastener is rusted, dissolved, or otherwise atmospherically or galvanically comprised such that the Fastener no longer performs the mechanical holding or fastening point function for which it was designed.

Allowable Materials: SFS intec, Inc. warrants the Fasteners according to the provisions herein, only when installed in or attached to the following materials: Coated carbon steel sheets, galvanized carbon steel sheets, Painted or galvanized HSLA steel sheets, zinc-aluminum alloy coated steel sheets, coated aluminum alloy carbon steel sheets, copper or copper alloys, aluminum or aluminum alloy sheets, natural woods, CCA, ACQ, CA, or other copper based preservative wood products as available in 2005 and prior.

The sole obligation of SFS intec, Inc. in the event of a breach of this warranty shall be, at its option, to either: (i) replace the failed Fasteners and provide labor and materials to repair damage caused by the corrosion or; (ii) make payment of an amount sufficient to replace the Fasteners and make such repairs.

All claims for a breach of this warranty shall be made in writing to SFS intec, Inc., P.O. 6326, Wyomissing, PA 19610 and shall contain the following information: (a) Name, address and telephone number of the claimant; (b) location and description of the structure in which the Fasteners are located; (c) the date of installation (if available) and a detailed description of the application of the Fasteners, including a list of all materials used in the attachment area; (d) the name and location of the supplier of the Fasteners; (e) a copy of the purchase invoice for the Fasteners; and (f) the identity, address and telephone number (if available) of the installer of the Fasteners. The claimant must allow SFS intec, Inc. access to the structure or facility in which the Fasteners are or were located and the ability to make repairs or replacements therein.

THE FOREGOING WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SFS INTEC, INC. NEITHER MAKES, NOR SHALL HAVE ANY LIABILITY UNDER, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR AN INTENDED USE OR PURPOSE. SFS INTEC, INC. SHALL NOT BE BOUND BY ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, UNLESS MADE IN WRITING BY A DULY AUTHORIZED EMPLOYEE OR REPRESENTATIVE OF SFS INTEC, INC. IN NO EVENT SHALL SFS INTEC, INC. BE LIABLE TO ANY CLAIMANT, WITH RESPECT TO ANY CLAIMED BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.