



STANDARD PRODUCT WARRANTY

Subject to the terms, conditions, and limitations stated below, MRP Supports ("MRP") warrants that the MRP Pedestal Supports ("Product") are free from manufacturing defects at the time of sale. MRP further warrants the Product will not prematurely deteriorate because of weathering for a period of five (5) years from date of sale. This Product Warranty applies only to the Product and does not apply to labor, materials or construction details. If upon inspection by MRP the Product is found to be defective, MRP may provide a replacement Product or a substitute at its sole discretion.

TERMS, CONDITIONS, LIMITATIONS

Owner shall provide MRP with written notice within thirty (30) days of the discovery of any alleged defects in the Product. Owner should send the written notice of defects to MRP, at 3310 N Benzing Road, Orchard Park, NY 14127.

If upon MRP's inspection, MRP determines that the defect in the Product is caused by material deficiencies, except as provided in Paragraphs No. 3 and No. 4, Owner's remedies and MRP's liability shall be limited to MRP's replacement of the Product or its equal, at MRP's sole discretion.

This Warranty shall not be applicable if, upon MRP's inspection, MRP determines that any of the following has occurred:

The Product is damaged by natural disasters, including, but not limited to, lightning, fire, hail, earthquake, tornado, hurricanes, and gales; or

The Product is damaged by any acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or

Product not furnished by MRP is used and fails or causes defects in MRP Product; or

Deterioration or failure of building components, including, but not limited to, the roof deck, metal roof components, walls, mortar, machinery, HVAC units, etc., occurs and causes damage; or

Deterioration or failure of the Product caused by, including, but not limited to, harmful gases in insulations, defects or harmful substances in insulations or other underlying materials; or

Usage or spillage of material or substance not compatible with the Product, including, but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the Product and causes deterioration.

This Warranty shall be null and void if either of the following occurs:

(a) Owner fails to comply with all the terms or conditions stated herein.

MRP shall have no obligation under this Warranty unless all the bills for the Product have been paid in full.

MRP's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.

This Warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

No representative of MRP has authority to make any representations or promises except as stated herein.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. MRP SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.