



## **5 YEAR LIMITED FABRICATION WARRANTY (U.S.)**

Tonester Ltd. warrants that Durat® products that also have been fabricated by Tonester will be free from fabrication defects for a period of 5 years from the date of such fabrication. This warranty is issued to the original owner of the structure into which Durat® fabricated product has been installed and expires upon the transfer of the ownership of such structure or upon the removal of the product from such structure.

Tonester's sole obligation and liability under this warranty will be to provide replacement product if Tonester is notified of a defective product during the warranty period and determines that such product contains fabrication defects arising from the fabrication by Tonester of such products. Tonester may, in its sole discretion, elect to repair a defective product instead of replacing such product. In such event, Tonester will make (or cause to be made) the necessary repair, including absorbing the cost of labor for such repair. Any other costs associated with such repair will be the responsibility of the owner. Except for the foregoing replacement or repair obligations, Tonester will have no liability for any other loss, damage, or expense arising out of or in connection with the purchase, use, or installation of Durat® products that have been fabricated by Tonester.

Except as set forth herein, Tonester makes no other express or implied warranty, including without limitation, the warranties of merchantability or fitness for a particular purpose (even if Tonester has notice of such purpose).

In no event will Tonester be liable for special, indirect, incidental, punitive, consequential, or other similar damages (including without limitation, damages for loss of profits or business interruption), whether or not caused by or resulting from any product defect or the act or negligence of Tonester, even if Tonester has notice of the possibility of such damages.

This warranty does not cover damage to the product caused by:

- mishandling or misuse
- improper or defective fabrication by fabricators other than Tonester
- improper or defective installation
- exposure to weather conditions, extreme heat, or fire
- physical or chemical abuse, including without limitation the use of improper cleaning solutions, leaving chemicals on the product without prompt cleaning, dropping heavy objects on the product, placing excessive weight on the product, or placing excessively hot objects on the product
- climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, or war or any other damage not solely and directly caused by fabrication defects covered by this warranty

If you have a warranty claim for a Durat® fabricated product, please contact the supplier who sold you the product.