



ROOF HUGGER WARRANTY

Roof Hugger LLC ("Roof Hugger") warrants its products to be free from defects in material, workmanship, or fabrication on the shipment date. If any product is not as warranted, Roof Hugger, at its option, will refund the purchase price, or will repair or replace the non-conforming product, provided the non-conformity is reported to Roof Hugger within one (1) year from the shipment date.

The foregoing warranty by Roof Hugger is subject to the following terms, conditions, limitations, and exclusions:

1. This warranty does not apply to products that have been subject to mishandling, misuse, neglect, improper assembly, alteration, or repair after the time of shipment.
2. The failure to provide timely written notice, the absence of an opportunity to investigate, or the denial of Roof Hugger's option to refund, repair or replace a non-conforming product constitutes final acceptance of any nonconforming product and a waiver of all claims arising from the nonconforming product.
3. This warranty does not apply to products that have been subject to mishandling, misuse, neglect, improper assembly, alteration, or repair after the time of shipment.
4. Roof Hugger does not warrant its products to meet local, municipal, or state ordinances, codes, laws or regulations.
5. Roof Hugger's products are subject to Roof Hugger's standard manufacturing variations, tolerances and classifications, as published by Roof Hugger and available on its web site, <http://www.roofhugger.com>.
6. Roof Hugger's warranty obligations extend only to the original purchaser, and may not be assigned or transferred without Roof Hugger's written consent.
7. This warranty does not apply to products requiring replacement because of natural wear and tear, nor to products, accessories, parts, or attachments which were not manufactured by Roof Hugger, except to the extent of the warranty given by the actual manufacturer.

8. Except where such disclaimers and exclusions are specifically prohibited by applicable law, or where Roof Hugger has entered into a separate written agreement which provides otherwise, THIS CONSTITUTES THE ONLY GUARANTEE OR WARRANTY APPLICABLE TO ROOF HUGGER PRODUCTS, AND SUCH WARRANTY IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH EXCEED OR DIFFER FROM THIS WARRANTY ARE DISCLAIMED BY ROOF HUGGER.

9. Statements contained in Roof Hugger's general advertising, pamphlets, brochures, or other printed materials, do not constitute warranties, and product purchases may not be made in reliance upon them.

10. Except where such limitations and exclusions are specifically prohibited by applicable law, THE SOLE AND EXCLUSIVE REMEDY AGAINST ROOF HUGGER FOR NONCONFORMING PRODUCTS WILL BE THE REPAIR, REPLACEMENT, OR REFUND FOR THE NONCONFORMING PRODUCTS, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, DIRECT, LIQUIDATED, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER LOSS) WILL BE AVAILABLE, WHETHER THE REMEDY IS BASED UPON DIRECT ACTION, SUIT FOR CONTRIBUTIONS OR INDEMNITY, OR OTHERWISE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY IN TORT, OR OTHERWISE. This exclusive remedy will not be deemed to have failed of its essential purpose as long as Roof Hugger is willing and able to repair, replace, or issue a refund for the nonconforming products.

11. Roof Hugger shall have no obligation under this warranty until it has first received payment in full for the product.