



HOHmann & BARNARD, INC.

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Branch/Subsidiary Locations: ALABAMA - MARYLAND - NEW YORK - PENNSYLVANIA - TEXAS - CANADA

LIMITED WARRANTY

Hohmann & Barnard, Inc. ("We," "Our") warrants that during the Warranty Period specified in the table below (the "Warranty Period"), the respective Product will be free from defects in materials and workmanship under normal use and service in accordance with the terms of this Limited Warranty. We extend this Limited Warranty only to the original purchaser ("you," "your") of the Product and only when in its original location of installation. It does not extend to any subsequent owner of the Product.

This Limited Warranty can also be found online at www.h-b.com [and/or] in the documentation we provide with the Product.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for the Warranty Period. The Warranty Period is not extended if we repair or replace the Product. Proof of purchase may be required to verify date of purchase. We may change the terms of this Limited Warranty at our discretion, but any changes will not be retroactive.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover: (a) improper use, selection or installation including use beyond the Product's specifications; (b) abuse, misuse, negligence, accidents, modifications, repairs or improper installation; (c) failure to follow the product instructions or to perform preventive maintenance; (d) external causes such as acts of God, natural events/disasters, lightning, fire, hail, flooding, wind, accidents, infestation, animals, plants, chemicals and other causes beyond our reasonable control; (e) use in extreme temperatures or moisture; (f) latent or patent defects in a structure or component of a structure such as doors or windows; and (g) normal wear and tear. This limited warranty does not cover any labor or other costs of removal or installation.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

If, after inspection by our authorized representative, we determine a Product is defective during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such Product (or the defective portion), or (b) refund the purchase price of such Product. We retain the right to replace the Product with a similar product. This Limited Warranty does not cover labor or other costs of removal or installation.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must email our Customer Service Department at customerservice@h-b.com within 10 days from the discovery of the defect and during the Warranty Period.

LIMITATIONS OF WARRANTY AND LIABILITY

EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED ABOVE, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDY AND WARRANTY DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO ANY PERSON OR ENTITY FOR DIRECT OR INDIRECT INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, COST OF SUBSTITUTE PRODUCTS, LOSS OF USE, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR PORTION THEREOF.

This Limited Warranty shall not be modified or altered in any way other than in writing signed by an authorized officer and shall not be varied supplemented, qualified, explained, or interpreted by any prior course of dealing or by any usage of the trade. This Limited Warranty shall be governed by and construed in accordance with laws of the State of New York.

PRODUCT	WARRANTY PERIOD
General Product Warranty	1 Year
FLASHING SYSTEMS	
COPPER NA (3, 5 & 7 oz.)	Life of Building
COPPER SA (3, 5 & 7 oz.)	Life of Building
FLEX-FLASH	10 Years
MIGHTY-FLASH NA	Life of Building
MIGHTY-FLASH SA	Life of Building
TEXTROFLASH	5 Years
AIR WATER BARRIER SYSTEMS	
ENVIRO-BARRIER	5 Years
ENVIRO-BARRIER VP	5 Years
ENVIRO-BARRIER SILICONE	20 Years
MOISTURE PROTECTION ACCESSORIES	
HB SEALANT	2 Years
LIQUID FLASH	2 Years
DIEDRICH SEALANTS	
303WB	5 Years
333	5 Years

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