

CSFCo Standard One-Year Limited Warranty Agreement

Contractor Service & Fabrication, Inc. (“CSFCo”), whose office is located at 3428 Highway 20, Decatur, Alabama 35601, extends the following one-year limited warranty upon products services provided pursuant to a contract, quote, purchase order, or purchase order acceptance referencing CSFCo’s “Standard One-Year Limited Warranty”. The commencement date of the warranty coverage is the date of delivery of products or completion of work and the warranty period extends for a period of ONE (1) YEAR (the “Limited Warranty Period”).

CSFCo expressly warrants to its original customer that its products and services provided shall be free from defects in materials and workmanship during the Limited Warranty Period. CSFCo assigns to its customer any rights extended to CSFCo under a manufacturers’ warranties which covers products it supplies to its customer. Defects in items covered by manufacturers’ warranties are excluded from coverage of this Limited Warranty, and customer should follow the procedures in the manufacturers’ warranties if defects appear in these items.

If a covered defect occurs during the one-year Limited Warranty Period, CSFCo agrees to repair, replace, or pay the customer the reasonable cost of repairing or replacing the defective item, at CSFCo’s sole discretion. CSFCo’s total liability under this warranty is limited to the purchase price of the products and/or work warranted. Any steps taken by CSFCo to correct defects shall not act to extend the term of this warranty. All repairs by CSFCo shall be at no charge to the customer and shall be performed within a reasonable length of time subject to delays outside CSFCo’s control.

Customer must provide normal maintenance and proper care of the products and work, the warranties of manufacturers, and generally accepted standards where the products and/or work is located. CSFCo must be notified in writing, by its original customer of the existence of any alleged defect before CSFCo is responsible for the correction of such defect. Written notice of an alleged defect must be received by CSFCo prior to the expiration of the Limited Warranty Period on that defect and no action at law or in equity may be brought by the customer against CSFCo for failure to remedy or repair any defect about which CSFCo has not received timely notice in writing. Customer must provide access to CSFCo during its normal business hours, Monday through Friday, 8 a.m. to 5 p.m., to inspect the defect reported and, if necessary, to take corrective action.

In the event the CSFCo repairs or replaces or pays the cost of repairing or replacing any defect covered by this warranty for which the customer is covered by insurance or a warranty provided by another party, customer must, upon request of CSFCo, assign the proceeds of such insurance or other warranty to CSFCo to the extent of the cost to CSFCo of such repair or replacement.

CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE NOT COVERED BY THIS WARRANTY AND ARE SPECIFICALLY EXCLUDED.

THE FOLLOWING ADDITIONAL ITEMS ARE EXCLUDED FROM THIS LIMITED WARRANTY:

- a. Defects in any item that was not part of the products and/or work provided by CSFCo.
- b. Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, or willful or malicious acts by any party other than CSFCo, its employees, agents, or subcontractors.
- c. Normal wear and tear.
- d. Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.
- e. Any defect or damage caused by changes in the grading or drainage patterns by any party other than CSFCo, its employees, agents, or subcontractors.
- f. Any damage to the extent it is caused or made worse by the failure of anyone other than CSFCo or its employees, agents, or subcontractors to comply with the requirements of this warranty or the requirements of warranties of others.
- g. Any defect or damage that is covered by a manufacturer's warranty that has been assigned to customer under this Limited Warranty.
- h. Failure of customer to take timely action to minimize loss or damage or failure of customer to give CSFCo timely notice of the defect.

GOVERNING LAW: The construction, interpretation and performance of this Limited Warranty and all transactions between the parties shall be governed by the law of the State of Alabama, including Alabama's version of the Uniform Commercial Code. Jurisdiction and Venue for any cause of action between the parties shall lie exclusively in the Circuit Court of Morgan County, Alabama, and neither party shall have a right to bring or remove any action in or to any Federal Court. In the event any action between the parties is brought or removed to Federal Court, this exclusive venue clause shall be contractually controlling, and upon motion to transfer or remand by CSFCo, the Federal Court shall transfer or remand the action to the Circuit Court of Morgan County, Alabama despite any objection or opposition to such transfer or remand. Reference to specific remedies of CSFCo herein does not exclude other available remedies of CSFCo.

EXCLUSIVE WARRANTY

THE FOREGOING IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF CSFCo.