

HydroShield Product Line Limited Warranty

The limited warranty is in effect for 12 months (1 year) from date of purchase.

This warranty does not apply to damage or loss caused by any or all of the following circumstances or conditions:

- Damage caused during assembly or installation.
- Misapplication, misuse and failure to follow the directions or observe cautions and warnings on installation, operation, application, inspection or maintenance specified in any HydroShield quotation, acknowledgment, sales literature, specification sheet or installation instruction and service manual ("applicable literature").
- Use of product in any other application other than those described in HydroShield product information materials.

If any HydroShield products are found upon Modern Builders Supply's examination to have been defective when supplied, Modern Builders Supply will either: credit the purchaser's account for the purchase price of the HydroShield product; replace the HydroShield product; or repair the product. Modern Builders Supply has sole discretion in choosing which option to provide. For this LIMITED WARRANTY to apply, Modern Builders Supply must receive notice of the alleged defect within 30 days of either the discovery of the alleged defect or the expiration of the warranty period, whichever is earlier. Any claim not made within this period shall conclusively be deemed waived.

If requested by Modern Builders Supply, purchaser shall return the alleged defective product to Modern Builders Supply for examination at purchaser's expense. Modern Builders Supply will not pay for expenses incurred in returning a product to Modern Builders Supply without Modern Builders Supply prior written authority. Modern Builders Supply shall not be liable for any other expenses purchaser incurs to remedy any defect. Purchasers waive subrogation on all claims under any insurance.

Limitation of Liability: It is expressly agreed that the liability of Modern Builders Supply is limited and Modern Builders Supply does not function as an insurer. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER OR USER AND ARE IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED. THE LIABILITY OF MODERN BUILDERS SUPPLY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT MANUFACTURED, SOLD OR SUPPLIED BY MODERN BUILDERS SUPPLY.

To Obtain Technical Assistance: To enable Modern Builders Supply to respond to a request for assistance or evaluation of customer or user operating difficulty, please provide at a minimum the following information by calling 800-453-0349

- Model number, serial number and all other data on the specific component which appears to be involved in the difficulty.
- The date and from whom you purchased your Modern Builders Supply product.
- State your difficulty, being sure to mention at least the following: Application, Nature of load involved, and Weight of the load.

THIS WARRANTY DOES NOT COVER NOR EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

No representative has authority to make any representation, promise or agreement except as stated in this Limited Warranty. Modern Builders Supply reserves the right to make design and other changes upon its products without any obligation to install the same on any previously sold or delivered products.

E1483; Rev. 6/4/19