

LIMITED WORKMANSHIP WARRANTY AGREEMENT

This *LIMITED WORKMANSHIP WARRANTY* is provided by *The Wasmer Company, LLC*. to you as the original purchaser of this project. *The Wasmer Company, LLC* ("Contractor") warrants the workmanship for the installation of the provided solution in accordance to the provisions and conditions stated in this *LIMITED WORKMANSHIP WARRANTY AGREEMENT*.

LIMITED COVERAGE:

1. Workmanship for the Installation is hereby warranted to be in accordance with contract documents and will be free from defects arising under normal use and environmental conditions for one (1) year from the date of final completion.

TERMS AND CONDITIONS:

This warranty is subject to the following:

1. Contractor has been paid in full for the installation according to contract documents.
2. Contractor shall be notified in writing within ten (10) days of first discovery of the condition prompting the claim.
3. Contractor shall be given first opportunity to gain access to the site to inspect defects before any action is taken by the User/Customer.
4. In the event that defects are identified to be covered by this *LIMITED WORKMANSHIP WARRANTY AGREEMENT*, Contractor shall be given the opportunity to cure the defects within a reasonable period of time.

EXCLUSIONS:

1. Product warranties are covered by the manufactures and are provided as separate documents.
2. Damage, failure and consequential damage caused by flood, fire, lightening, hail, "acts of God", vandalism, civil disobedience, acts of war, negligence, misuse, abuse and other contingencies beyond the control of Contractor.
3. Damage or failure caused by unauthorized modifications or repairs made or attempted by others.
4. Damage or failure caused by accident, misuse or abuse.
5. Installations that have been altered or used in ways inconsistent with Contractor's and Manufacturer's printed specifications, installation instructions and project engineering documents.
6. Installations that have been disassembled or moved from their original installation.

LIMITED TRANSFERABILITY:

1. This warranty is applicable to the original User/Customer. In the event that the original User/Customer is not the User/Customer of the Project at the time of completion of original installation, the warranty may be transferred to the new User/Customer of the Project. The warranty is non-transferable to subsequent User/Customers of the Project.

RESOLUTION:

1. User/Customer's exclusive remedy hereunder is limited, at Contractor's sole discretion, to Contractor's repair of the Installation, replacement of Installation, or combination of both, at no cost to User/Customer.
2. Replacement products, if required, will be of equal or greater quality and usefulness as those being replaced. However, newer versions and designs, including finishes and colors may be used.
3. In the event of an approved warranty claim, replacement of parts, or any other consideration in satisfaction of such a claim, will not extend the expiration date of the original warranty.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES:

1. The foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
2. In no event will *The Wasmer Company, LLC* be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Damages that *The Wasmer Company, LLC* Will not be responsible for include, but are not limited to: loss of profits; loss of savings or revenue; loss of use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties, including other customers; and injury to property.

HOW TO MAKE A CLAIM:

1. Notify Contractor in writing (email or fax), with a detailed description of the problem, within ten (10) days of discovery of the condition prompting the claim.
2. Include the name and address of the Project.
3. Include the name, address and phone number of the company that originally contracted with *The Wasmer Company, LLC* for the Installation.
4. Include the name, address and phone number of the current User/Customer(s) of the Project.
5. If you are not the User/Customer or company that originally contracted with *The Wasmer Company, LLC*, please provide your name, address, phone number and your relationship to the original User/Customer and Project.
6. Provide photographs of the defects or damage. Include enough photos to provide adequate perspective of the claim including close ups, mid-range and distance shots of the reported issue. Identify on mid-range and distance shots where damage or defect occurred.
7. Send information to *The Wasmer Company, LLC* Inc. via:

Email: clientcare@wasmerco.com

Fax: +1 (920) 827-2303

This *LIMITED WORKMANSHIP WARRANTY AGREEMENT*, including all EXHIBITS and the CONTRACT DOCUMENTS, which are incorporated herein by reference, constitutes the entire agreement between the respective parties regarding the subject matter hereof and supersedes all prior written and/or oral agreements and understandings between the parties hereto. Additional purchase orders issued in connection with this Agreement which contain terms or conditions different from or in addition to those set forth herein shall be excluded from this Agreement and shall have no force or effect. There are no other representations, warranties, undertakings or agreements between the parties with respect to the subject matter of this Agreement except as set forth herein and this Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

Tim Wasmer- CEO
The Wasmer Company LLC.