

METAL DECK WARRANTY

CSM warrants to the BUYER that for a period of 1 year following the date of delivery that the decking material will conform to the Specification and Commentaries of the Steel Deck Institute and will be free of defects in workmanship and material. CSM further warrants that all decking material shall be transferred free and clear of any monetary liens or encumbrances, other than any lien or bond claim held by CSM under applicable law as a result of nonpayment to CSM. Notwithstanding the foregoing, BUYER'S remedies pursuant to this warranty shall be limited to either (1) replacement of material; or (2) refund of the purchase price paid by the BUYER for the decking material at issue.

BUYER shall provide written notification of any defective decking material in a timely manner, but no later than ten (10) days of discovering the alleged defect. CSM has the right to inspect and dispute whether or not the decking material is defective. CSM shall be given the opportunity to repair or replace any defective decking material which does not meet warranty. CSM, in its sole discretion, may elect to refund the purchase price rather than replace the decking material. CSM shall have no obligation for costs which could have been avoided had CSM been given the opportunity to repair.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, CSM MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE DECKING MATERIAL AND/OR ANY SERVICES RELATED THERETO AND EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. FURTHER, CSM MAKES NO REPRESENTATION AND GIVES NO WARRANTY REGARDING ADHERENCE TO OR COMPLIANCE WITH ANY STATE OR LOCAL CODE OR ORDINANCE OF ANY TYPE OR NATURE, INCLUDING BUT NOT LIMITED TO STATE OR LOCAL BUILDING CODES AND REGULATIONS RELATING TO PRODUCTS IN THIS QUOTE.

NEITHER CSM NOR BUYER SHALL BE LIABLE TO EACHOTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ARISING OUT OF OR RELATING TO THE DECKING MATERIALS OR ANY SERVICES RELATED THERETO.

Roof Deck

Composite Deck

Form Deck