

CADDY[®] PYRAMID FIVE YEAR LIMITED WARRANTY

ERICO International Corporation ("ERICO") warrants its CADDY[®] PYRAMID product¹ (the "Product") to meet the applicable ERICO Product specifications and to be free from defects in material and workmanship for a period of five (5) years after the date of shipment from ERICO. Except liability that is directly attributable to the willful misconduct or gross negligence of ERICO employees, ERICO excludes all liability under this limited warranty or otherwise, including, but not limited to, liability arising from or in any way connected with (i) exposure of the Product to temperatures greater than 150°F (65°C) or less than -50°F (-45°C); (ii) the roof structure's inability to properly support the load at the base of each Product foot; (iii) use of the Product in a manner that exceeds specified load ratings; (iv) incompatibility of the Product with roofing materials and all other surfaces with which the Product comes into contact; (v) abrasion to the roof membrane; (vi) Product exposure to harmful liquids, substances or chemicals; (vii) exposure of the Product to internal or external stresses for which the Product is not designed; (viii) modification of the Product in any way; (ix) improper installation of the Product; (x) the Product being subjected or exposed to storage and/or installation damage; (xi) the Product being installed, stored or used in contravention of ERICO product instruction sheets, training materials, recommended procedures, applicable industry guidelines, codes, standards and/or regulations; (xii) normal wear and tear; (xiii) the Product being subjected or exposed to any events and/or conditions unanticipated by ERICO which are or may have deleterious effects on the Product or its components; (xiv) misuse of the Product, including use of the Product for any purpose other than that for which it was designed; or (xv) the acts, events, omissions or accidents beyond the reasonable control of ERICO including, but not limited to, acts of God, acts and negligence of any party other than ERICO, malicious damage, accident, fire or explosion. It is the purchaser's responsibility to determine whether the Product is compatible with roofing materials and all other surfaces, whether a protective slip sheet must be used and whether the Product can properly support the applied load. Should ERICO be held liable, its liability shall in no event exceed the purchase price of the Product that does not comply with this limited warranty. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF THE PRODUCT. THE FOREGOING STATES THE EXCLUSIVE REMEDY FOR ANY BREACH OF ERICO'S FIVE (5) YEAR LIMITED WARRANTY AND FOR ANY OTHER CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF THE PRODUCT OR OTHERWISE. ERICO, IN NO EVENT, SHALL BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY SIMILAR OR DISSIMILAR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSS OR DAMAGE. Claims for defects or nonconformities ascertainable upon inspection must be made to ERICO in writing within five (5) days after purchaser's receipt of the Product. All other claims must be made in writing to ERICO within five (5) days after the date of their discovery by the purchaser or the installer. Claims not made as provided above and within the applicable time period will be barred. ERICO will, in its sole discretion, repair or replace the Product it has determined does not comply with this limited warranty. Any Product claimed to be defective must be returned to ERICO. A Material Return Authorization number from ERICO is required for all returns of the Product to ERICO. ERICO shall not be responsible for any transportation charges. Return freight must be pre-paid by the purchaser or the installer. This limited warranty extends to the purchaser of the Product from ERICO and the installer of the Product. This limited warranty is subject to, limited by, and contingent upon acceptance of ERICO's standard terms and conditions of sale (as amended by this limited warranty), a copy of which can be obtained at <http://www.erico.com/public/library/Terms/TermsOfSaleNA.pdf>, including, but not limited to, the governing law and dispute resolution provisions thereof. Such terms are incorporated herein by this reference as if written in full herein.

¹ Excluded from this limited warranty are part numbers RPS50H4EG, RPS50H6EG, RPS300T2, RPS150T2, RPS150T4, RPS150T8, RPS300T8 and RPS300T4.