



### LIFETIME LIMITED WARRANTY

HYLOAD, Inc. ("Hyload") warrants that its Hyload Flashing products ("products") will not fail to perform as a result of defects in the design or manufacture of the products from the date of purchase for the lifetime of the products. Warranty coverage ends when the products becomes unusable for reasons other than defects in workmanship or materials. If HYLOAD's products fail to perform as warranted during the lifetime warranty period, Hyload shall, at its option, supply a sufficient quantity of materials necessary to remedy the defect(s) or the cash equivalent of same not to exceed the purchase price paid by the Purchaser. Failures due to misuse, abuse or normal wear and tear are not covered by this lifetime warranty. **Installation must include (where applicable) Hyload Flashing System accessories (I.E. Primers, Sealants, and Preformed shapes.) Use of non-compatible manufacturer's products will void warranty.**

Purchaser shall promptly notify Hyload of any claim under this warranty and provide satisfactory evidence of purchase as requested by Hyload to substantiate a claim by Purchaser under this warranty. This warranty is not assignable and applies only to the original Purchaser of Hyload products.

THE REMEDY DESCRIBED ABOVE SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY SO THAT HYLOAD'S COMPLIANCE WITH THIS WARRANTY CONSTITUTES FULFILLMENT OF ALL LEGAL OBLIGATIONS. HYLOAD SHALL HAVE NO LIABILITY UNDER ANY THEORY OF LAW (INCLUDING, BUT NOT LIMITED TO, STRICT OR PRODUCT LIABILITY, TORT, CONTRACT OR OTHERWISE) FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, DAMAGE TO UNDERLYING COMPONENTS OR EQUIPMENT, LOST PROFITS, LOST PRODUCTION OR OTHER ECONOMIC DAMAGES OR PUNITIVE DAMAGES. NO REPRESENTATIVE, EMPLOYEE, OR AGENT OF HYLOAD OR ANY OTHER PERSON HAS ANY AUTHORITY TO MODIFY OR ENLARGE THE SCOPE OF THIS WARRANTY OR TO ASSUME FOR HYLOAD ANY ADDITIONAL OR OTHER LIABILITY IN CONNECTION WITH THE PURCHASE OR SALE OF HYLOAD'S PRODUCTS.

THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED. HYLOAD HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

INSTALLATION COMPLETED ON:  
DAY \_\_\_\_\_ MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

\_\_\_\_\_  
PURCHASER/CONTRACTORS NAME

NUMBER OF SQUARE FEET: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER/CONTRACTORS ADDRESS

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
PRODUCT USED

Purchaser agrees to accept this warranty as part of its purchase of Hyload, Inc. product(s). This warranty shall be governed by the laws of the State of Ohio, excluding conflicts of law principles. The parties agree that all actions arising under this warranty shall be brought in the Court of Common Pleas for Medina County, Ohio.

\_\_\_\_\_  
PROJECT ADDRESS

\_\_\_\_\_  
BUILDING OWNER'S NAME

**HYLOAD, INC.**

\_\_\_\_\_  
BUILDING OWNER'S ADDRESS

BY:

TITLE:

DATE: