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LIMITED WARRANTY

SPARTAN COMPOSITES, LLC, an Arizona limited liability company (“Spartan”), warrants to the original purchaser that the Spartan product(s) purchased shall be free from material defects in material and workmanship for a period of twelve (12) months from the original date of purchase (the “Warranty Period”). The original purchaser is entitled to this Limited Warranty only if the date of purchase is registered at the point of sale, or the original purchaser can demonstrate to Spartan’s satisfaction that the product was purchased within the previous twelve (12) months. This Limited Warranty shall apply only to Spartan products that conform to Spartan’s published specifications, and shall not apply to any third-party components or products. This Limited Warranty applies to the original purchaser only, and may not be assigned or transferred.

This Limited Warranty shall not apply if:

1. the product is not a product manufactured by Spartan;
2. the Spartan product is defective due to improper installation, improper use, misuse, failure to use the product as set forth in the applicable instruction manual or guide, or use for a purpose other than those uses and purposes for which Spartan products are manufactured;
3. the Spartan product is defective due to damage caused by misuse, or use for purposes other than those uses and purposes for which Spartan products are manufactured;
4. the Spartan product is defective due to a failure to properly maintain the Spartan product by a party other than Spartan;
5. the Spartan product is defective due to damage arising from unauthorized attachments or modifications to the Spartan product;
6. the Spartan product is damaged during shipment, storage, mishandling or any other abuse by any party other than Spartan; or
7. the Spartan product is damaged by an act of God, negligence, accident, normal wear-and-tear or unreasonable use.



DISCLAIMER OF WARRANTY:

EACH PARTY EXPRESSLY UNDERSTANDS AND AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR ANY PARTICULAR PURPOSE NOT EXPRESSLY SET FORTH HEREIN. THE PRODUCTS UNDER THIS WARRANTY ARE FURNISHED AS IS, WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND. NO AFFIRMATION BY SPARTAN OR ANY OTHER PARTY, BY WORDS OR ACTION, OTHER THAN AS EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE A WARRANTY.

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UNDER NO CIRCUMSTANCE SHALL SPARTAN BE LIABLE TO ANY PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LIMITED WARRANTY OR THE SALE OF ANY PRODUCT(S) TO THE ORIGINAL PURCHASER, WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. CONSEQUENTIAL DAMAGES SHALL 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 PRODUCTS OR EQUIPMENT, DOWN-TIME, CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS AND INJURY TO PROPERTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to the original purchaser.

This Limited Warranty allocates the risks of product failure between Spartan and the original purchaser, and is recognized by both parties and reflected in the price paid for the products.

This Limited Warranty shall be governed by Arizona law and interpreted in accordance therewith. Any action for breach of warranty under this Limited Warranty must be commenced within twelve (12) months following the delivery of the Spartan product(s).



This Limited Warranty supersedes all prior and contemporaneous understandings, representations, negotiations and correspondence between Spartan and the original purchaser. This Limited Warranty shall not be modified except by written agreement signed by a duly authorized agent of Spartan and the original customer. No failure by Spartan at any time to enforce its rights under this Limited Warranty shall affect its rights to enforce any of the terms herein.

The original purchaser acknowledges and agrees that it has read this Limited Warranty in its entirety and is bound by its terms.