

# MANUFACTURED BUILDINGS LIMITED 1 YEAR WARRANTY

CALPIA warrants its products sold directly from CALPIA to be free from defects in materials and workmanship for 1 year from the date of installation.

CALPIA will repair or replace with a comparable product (at CALPIA's discretion), free of charge, any CALPIA product or component manufactured after July 1, 2023, that fails under normal commercial use, in accordance with the terms of this warranty. For products or components manufactured prior to this date, please contact your CALPIA sales representative for warranty information.

### LIMITATIONS TO THE WARRANTY INCLUDE One (1) year warranty on the following products:

- Wiring
- · Piping and duct work in electrical
- Plumbing
- · Heating, cooling, ventilating, and mechanical systems
- Columns
- Ceiling Joists

- Roofing
- Floors
- Beams
- · Load bearing interior and exterior walls and partitions
- Girders
- Headers

## CALPIA DOES NOT WARRANT:

- Nominal or normal deterioration due to wear and exposure. Any normal wear and tear such as dents, nicks, scratches, fading, discoloration due to sunlight, or improper maintenance.
- Any damage caused by improper treatment, or use of the product including exposure to unusual environmental conditions (extreme temperatures, humidity, acids, or moisture).
- Any warranty or claim made regarding the matching of colors, grains, or textures.
- Products not used or maintained in accordance with product specifications, instructions, or warnings.
- Consumables (e.g. batteries, bulbs, lamps, and ballasts).
- Failures which result from negligence, abuse, alteration, accident, or misuse.
- Modifications, attachments, or repair methods not approved by CALPIA.
- Damage by markings or staining; damage by sharp objects or imprinting from instruments.
- · This warranty only extends to the original buyer.

#### LIMITATIONS:

CALPIA makes no other warranties, express or implied, other than those set out here. *This warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability.* 

In no event shall CALPIA be liable in contract or in tort (including, without limitation, negligence, strict liability or

otherwise) economic losses of any kind; or for any special, incidental, indirect, consequential, special, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, this warranty, even if CALPIA could foresee or has been advised of the possibility of such damages.

## **EXCLUSIVE REMEDIES:**

In case of breach of warranty or any other duty related to the quality of the products delivered by CALPIA, Customer shall promptly notify CALPIA and make such product available for correction. CALPIA will, at its option, repair or replace the defective product. If CALPIA determines that a defective product cannot be repaired or replaced within a reasonable period of time, the customer will receive a reduction in the price or, in the case of serious defects, a refund of the price that the customer actually paid to CALPIA for such product. The foregoing are the Customer's exclusive remedies for breach of warranty or any other duty related to the products sold by CALPIA.

A product will not be considered defective, and CALPIA will not be obligated to replace it when not installed properly or used in a "non-standard" fashion. It is at the sole discretion of CALPIA to decide if a defect is due to improper product installation or reconfiguration.

## DISCLAIMER:

No other express warranty is given and no affirmation of CALPIA, by words or action, will constitute a warranty.