

Ten-Year Limited Warranty

Subject to the terms and conditions of this “Limited Warranty,” RTF Systems (“RTF”) extends this ten-year Limited Warranty against manufacturing defects for its “Products” that are installed in a residential, single family application for personal, family, or household purposes under normal use and maintenance in the United States and Canada (“Household Use”). To maximize the available benefits under this Limited Warranty, the Purchaser (defined below) should read this entire Limited Warranty. All repairs of Products (including any component of a Product) must be made with materials authorized by RTF.

How long is the Limited Warranty? The Limited Warranty period for Products installed for Household Use is ten years. The Limited Warranty period for Products installed for commercial or other non-Household Use is five years. The Commencement Date for the Limited Warranty period is the date the original installation was complete, as verified by the installer’s invoice and proof of payment by the Purchaser. If date of the completion of the installation cannot be verified to RTF’s satisfaction, the Commencement Date shall be ninety days after the factory manufacture date, as may be shown on the Product. If a Product is installed in a new home, the Commencement Date is the date the first Purchaser purchased the residence from the builder. RTF may request adequate written documentation to determine the Commencement Date. The installation of Product replacements under this Limited Warranty does not extend the original warranty period; the replacements are covered for the remainder of the original Product warranty.

Who is Covered? This Limited Warranty is provided to the original owner (“Purchaser”) of the residence or location where the Product is originally installed. This Limited Warranty is transferable to a new owner upon written notice to RTF.

What RTF will do: As RTF’s sole responsibility and Purchaser’s only remedy, RTF will furnish a replacement Product (or component) without charge that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for shipping, labor, and other costs or servicing or installing the replacement Product. If a Product is not available, RTF will (at its option) provide a free suitable substitute or provide a credit in the amount of the then factory selling price for a new, suitable substitute Product or component to be used by the Purchaser towards the retail purchase price of a new Company Product. Any new Product purchase is at the Purchaser’s sole cost and expense including, but not limited to, shipping, removal, and installation costs.

Eligibility Requirements: The following items are required in order for Product to be covered under this Limited Warranty:

- The Products must be in the same location where they were originally installed.
- The Products must be properly installed in accordance with the Product specifications and instructions provided by RTF for each Product. Failure to conform to such specifications or instructions voids this Limited Warranty.
- The Purchaser (1) contact RTF within the term of this Limited Warranty and request a warranty replacement, (2) provide satisfactory proof of purchase and installation, (3) evidence of a manufacturing defect, including photographs, as RTF may request, and (4) return defective Products parts must be returned to RTF, if RTF so requests.

Exclusions: The following are **not** covered by this Limited Warranty:

- Labor costs associated with inspecting, repairing, removing, or reinstalling Products.
- Shipping and freight expenses to ship Products to RTF or replacement Product to Purchaser.
- Failures, defects, or damage (including any loss of property) caused by (1) any third party product, service, or system connected to or used in conjunction with the Products; (2) any use not designed or intended for the Products; (3) modification (other than permitted by the Product documentation), alteration, misuse, negligence, or accident; (4) improper storage, installation, maintenance or operation; (5) any use in violation of written instructions or specification provided by RTF; (6) failure to properly apply galvanizing paint to any cut made to the Product during installation; or (7) any act of God, including fire, water, storms, lightning, or earthquakes; or any theft or riots.

THIS LIMITED WARRANTY AND LIABILITY SET FOR HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. RTF DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR RTF ANY OBLIGATION BEYOND THAT EXPRESSLY SET OUT IN THIS LIMITED WARRANTY.

RTF SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, EVEN IF RTF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RTF'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

No action arising out of any claimed breach of this Limited Warranty may be brought more than one year after the earlier of (i) when cause of action arose or (ii) when the Purchaser knew or should have known of the cause of action.

The exclusive venue for all claims under this Limited Warranty is in Hays County, Texas, or the Austin Division of the Western Division of Texas, United States District Court, as applicable.

This Limited Warranty gives you specific legal rights, and you may have other rights as otherwise permitted by law.

This Limited Warranty applies to products manufactured on or after March 1, 2016. If you have a warranty claim or question, contact Consumer Relations at:

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