

# Titan Building Products Limited Warranty

February 18, 2021

This Limited Warranty may be modified from time to time and you are encouraged to consult this page for current warranty information.

This Limited Warranty must be read in conjunction with the General Instructions, Building Codes, along with any other information or specifications published by TITAN Building Products (“TITAN”). This Limited Warranty is effective as of the date of any purchase. For all future purchases, please consult this page for current warranty information, as this page may be updated by TITAN from time to time. Unless otherwise noted below, this Limited Warranty applies to all TITAN products (“Products”).

TITAN warrants each Product to be free from defects in materials, manufacturing and design when properly specified, installed, and maintained, and when used in accordance with the design limits and the structural, technical, and environmental specifications on this website, in the applicable TITAN catalog or on the Product package or label. This warranty is void and does not apply to (a) any Product purchased from an unauthorized dealer, retailer or distributor, (b) Product deterioration or defect due to environmental conditions or inadequate or improper maintenance, (c) any failure or defect caused by improper installation, (d) any use of a Product in temperatures and environmental conditions outside the ranges specified for such Product on this website, in the applicable TITAN catalog or on the Product package or label, (e) any use of a Product outside of its shelf-life specifications, (f) any failure or damage caused by a third-party product, (g) any use of a Product in a structure that does not comply with all applicable building codes, laws, rules and regulations, or (h) any non-catalog or modified Product.

Although Products are designed for a wide variety of structural and non-structural uses, TITAN assumes no liability for confirming that any Product is appropriate for an intended use, and each intended use of a Product must be reviewed and approved by qualified professionals. Each Product is designed for the load capacities and uses listed on the website, in the applicable TITAN catalog or on the Product package or label. Additional performance limitations for specific Products may be listed on the website, in the applicable TITAN catalog or on the Product package or label. All applicable specifications must be carefully reviewed before using any Product.

Due to the particular characteristics of potential impact events such as earthquakes and high velocity winds, the specific design and location of the structure, the building materials used, the quality of construction, or the condition of the soils or substrates involved, damage may nonetheless result to a structure and its contents even if the loads resulting from the impact event do not exceed TITAN’s specifications and the Products are properly installed in accordance with applicable building codes, laws, rules and regulations.

Product demonstrations and similar services provided by TITAN are based on TITAN’s present knowledge and experience, are conducted for illustrative or instructive purposes only, do not constitute a warranty of Product capabilities or specifications and do not modify the applicable warranty set forth herein. TITAN assumes no liability for any representations or statements made as part of such Product demonstrations or other similar services. In the event of any inconsistency between any information provided during any such demonstration or service, and the information in any applicable TITAN catalog, on the Product package or

label or on this website, the information in the TITAN catalog, on the Product package or label or on the website shall govern. In the event of any inconsistency between any information provided in any TITAN catalog or on the Product package or label and the information on this website, the information on this website shall govern.

#### TITAN limited warranty

ALL WARRANTY OBLIGATIONS OF TITAN SHALL BE LIMITED, AT ITS DISCRETION, TO EITHER REPAIRING THE DEFECTIVE PRODUCT OR PROVIDING A REPLACEMENT FOR THE DEFECTIVE PRODUCT. THIS REMEDY CONSTITUTES TITAN'S SOLE OBLIGATION AND LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER. THE LIMITED WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND, WHERE LAWFUL, TITAN DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. IN NO EVENT WILL TITAN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR DIRECT OR INDIRECT LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND PERSONAL INJURY. TITAN'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS. OTHER RIGHTS THAT VARY FROM STATE TO STATE MAY BE APPLICABLE.