



**ALTENLOH, BRINCK & CO. U.S., INC.**

## **Limited Warranty & Disclaimer** **TRUFAST Screws & Plates**

**ABC/TRUFAST** hereby gives to the original purchaser/owner only, a warranty for (10) years from date of purchase against loss of satisfactory hold ability of the TRUFAST Screws and/or Plates (TRUFAST Products) in construction applications (System) as a result of corrosion and/or deterioration of the TRUFAST Products.

**NOTICE:** Notification of a claim under this warranty must be submitted in writing within thirty (30) days after discovery of a warranted defect to Altenloh, Brinck & Co. U.S., Inc., 02105 Williams Cty. Rd. 12-C, Bryan OH 43506-9804, together with evidence of the original shipment date and invoice price. Upon such notification, TRUFAST will examine, or cause to be examined, the products in question, without unreasonable delay.

**RECOURSE:** Purchaser's exclusive remedy for breach of said warranty shall be as follow: IF AND ONLY IF, TRUFAST PRODUCTS SHOULD FAIL TO RETAIN SATISFACTORY HOLDING ABILITY UNDER THE CONDITIONS DESCRIBED HEREIN, TRUFAST WILL ONLY REPLACE THE DEFECTIVE PRODUCTS.

**EXCLUSIONS:** This warranty shall not apply if:

1. The integrity of the Screws and/or Plates is damaged during installation or otherwise;
2. The Systems has not been properly installed and maintained;
3. The System components have not been installed and maintained to prevent corrosion and/or deterioration due to moisture or chemicals prior to, during, and after construction;
4. TRUFAST Products have been repaired or altered in any way by persons other than TRUFAST's authorized service personnel;
5. There is any damage resulting from accident, acts of God, alteration, negligence, misuse or abuse;
6. Depreciation or deterioration of building materials and/or roofing system components other than TRUFAST Products are a factor in or have contributed to the loss of satisfactory holding ability of the TRUFAST Products; or
7. TRUFAST Products are not installed with good workmanship or not in accordance with the then current Factory Mutual System application patterns, specification, and procedures or not in accordance with TRUFAST then current specifications for installation and maintenance of such Systems.

**TRUFAST PRODUCT LITERATURE:** The performance specifications listed in TRUFAST's literature are based on controlled laboratory tests and should not be relied upon except as a guideline since building design, engineering, and construction, as well as workmanship and materials of the System, are beyond the control of ABC/TRUFAST.

The foregoing warranty is IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY IS ALSO IN LIEU OF ANY OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF TRUFAST AND ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED. TRUFAST NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY WHATSOEVER IN CONNECTION WITH THE FASTENING PRODUCTS, ROOFING SYSTEM, OR CONSTRUCTION. IN NO EVENT SHALL TRUFAST BE LIABLE FOR SUCH SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR BREACH OF SAID WARRANTY NOR FOR IMPROPER SELECTION OF TRUFAST PRODUCTS FOR A PARTICULAR APPLICATION.