WARRANTY

TERMS AND CONDITIONS

1. Limited Warranty; Limitation of Remedy and Damages. This Limited Warranty is provided by National Guard Products ("NGP"), 4985 East Raines Rd., Memphis, TN 38118. By purchasing product from NGP you are agreeing to be bound by the terms of this Limited Warranty. Subject to the limitations of liability set forth below, NGP provides a limited warranty to the original purchaser for its products as further described herein for a period of five (5) years, except: powder coated thresholds no warranty on finish, steel lite kits/louvers/metal edges corrosion/rust through one year unless exposed to improper environmental conditions or damaged by surface scratches or a lack of proper topcoat/finish field painting on primer colors GPZ and BPR, aluminum geared continuous hinges for lifetime of the door opening, stainless steel continuous hinges for twenty-five (25) years, all hinge electrical modification components for five (5) years, safety filmed glass (Pyran® Platinum F, FireLite®NT and Protect3™) for three (3) years, and mini-blinds for 10 years from date of delivery (the "Warranty Period"). NGP provides this limited warranty that the products provided by NGP hereunder (the "Products") (i) shall conform substantially to the specifications provided to NGP, if any, so long as the Products have been properly installed, inspected, tested, and maintained; and (ii) shall conform substantially to the specifications provided by NGP, and (iii) are free from defects in workmanship and materials.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NGP WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE. NGP HEREBY LIMITS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS TO A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE ORIGINAL PURCHASE OF THE PRODUCT. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO A PARTICULAR PURCHASER.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or country to country).

This warranty does not cover, and NGP will not be liable for, defects or damage arising from improper installation, modification, lack of or improper maintenance, lack of or improper inspection or testing, acts of God, improper storage, shipping and handling, ordinary wear and tear, misuse, abuse, accident, unauthorized service, use with unauthorized products or parts, or improper product selection or specification.

The sole and exclusive liability of NGP under this limited warranty or otherwise shall be limited to the repair or replacement of any Product or component part which shall prove defective to the original purchaser from NGP hereunder (the "Purchaser"), and shall not extend to dismantling, installing or reinstalling (or payment for the cost of the same), and shall not extend to the end users of the product. NGP will not pay for the costs of repair or replacement performed other than in accordance with this limited warranty. NGP SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE), SHALL NGP'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. PURCHASER AGREES THAT IN NO EVENT SHALL NGP'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM USE OF THE PRODUCTS, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. This limited warranty is governed by the law of the State of Tennessee without regard to its conflicts of law principles.

2. No Set-off. Purchaser acknowledges that its obligations to pay NGP all sums properly invoiced to purchaser by NGP for the products are absolute and unconditional. Purchaser shall make all payments to NGP when due hereunder and shall not withhold, delay or condition payment for any reason whatsoever. Purchaser shall not set-off any amounts due NGP against any amounts already due from NGP to Purchaser and expressly waives any right or claim of set-off.

3. Claims. Any claim by Purchaser with reference to the Products shall be deemed waived by Purchaser unless submitted in writing to: National Guard Products, 4985 E. Raines Rd., Memphis, TN 38118, Attn: Warranty Claim in accordance with this Paragraph 3. Purchaser shall inspect the Products immediately upon receipt and prior to any installation or use of such Products. Unless Purchaser provides written notice to NGP of any claim for shortages or defects in the Products within five (5) days after Purchaser's receipt of shipment, such Products shall be deemed finally inspected and accepted by Purchaser. If a defect is of such nature that reasonable inspection within the time provided herein would not disclose it, then notice of the claimed defect shall be made in writing and delivered to NGP within ten (10) days after Purchaser knew or should have known of the defect (but in no event later than the expiration of the Warranty Period); provided, however, that (notwithstanding any provisions hereof to the contrary) NGP shall not be liable for claimed defects in Products once such Products have been incorporated into a structure. At NGP's request, Purchaser will send any allegedly non-conforming Products to NGP. Any written notice of a claim hereunder shall be sent in writing to National Guard Products, 4985 East Raines Road, P.O. Box 753430, Memphis, Tennessee 38175.

4. Additional Terms. Acceptance of the Products shall be limited to the terms and conditions contained herein. Any terms and conditions contained in Purchaser's purchase order or acceptance that are in addition to, or are in conflict with, the terms and conditions contained herein shall not become a part of the agreement between NGP and Purchaser unless expressly agreed to in writing by NGP.