

VERSAGLIDE WARRANTY

1. What is covered by this warranty:

WALTERS & WOLF INTERIORS, a California corporation (the "Company"), warrants to the original buyer and its customers (collectively, the "Buyer") that the VersaGlide System manufactured by Company ("System") is free of defects in material or workmanship under normal use and service for the period commencing upon the date of installation and continuing for the following specified periods of time after that date:

Non-movable parts: For as long as the system remains part of the property where originally installed.

Movable Parts: For a period of two (2) years.

2. How to obtain warranty service:

If the Buyer discovers within this warranty period a failure of the System to conform to specifications, or a defect in material or workmanship, the Buyer must promptly notify Company in writing prior to expiration of the warranty period.

3. Company's warranty obligations:

Within a reasonable time after notification, Company will correct any failure of the System to conform to specifications or any defect in material or workmanship, with either new or used replacement parts. Such repair, including both parts and labor, will be performed at Company's expense. If Company is unable to repair the System to conform to the warranty after a reasonable number of attempts, Company will provide full replacement of the affected System. This remedy is the Buyer's only remedy for breach of warranty.

4. What is not covered by this warranty:

Company does not warrant (a) any components or parts of the System not manufactured by Company or damage caused by defects or malfunctions of such components or parts; (b) damage or defects caused by use of the System for purposes or under conditions other than those for which it was designed, including, without limitation, distortion, settling of the structure or failure of the structure on which the System is installed; negligence, accidental or intentional acts of damage, misuse, abuse, or failure to provide reasonable and necessary care of the System; discoloration or fading due to exposure to sunlight, extremes of weather, mold, mildew, harmful chemicals, vapors, acid rain, or atmospheric pollution; impact of foreign objects, fire, wind, flood, lightning, earthquake, hail or other acts of God; or, the installation of accessory components or competitive products which are incompatible with the System; unauthorized repairs, attachments or modifications; or any other abuse or misuse by the Buyer.

5. DISCLAIMER OF WARRANTY

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF REMEDIES

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT COMPANY WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE SYSTEM OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.