

Limited Warranty

Except as stated below, Global IFS warrants to the Owner of the building in which the Global IFS products have been installed (the "Owner") that the TecCrete panels, stringers, pedestal bases and heads will be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of shipment. All other Global IFS products will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment. Regarding Global IFS Architectural Grade panels, Global IFS disclaims any warranty with respect to aesthetic consistency of the product, including, without limitation, the consistency of appearance among flooring panels, consistency with any samples provided by Global IFS, or consistency with other Global IFS projects. The Architectural Grade TecCrete is made from natural products and moderate shade and color tone differences will occur. Global IFS warrants materials or components supplied by third parties and incorporated into the Global IFS products only to the extent of the express warranties made by the suppliers of such components. This warranty covers only the Global IFS material and not any installation labor.

This limited warranty is extended only to the Owner and no other party, including the party that purchased the product from Global IFS (the "Buyer").

This limited warranty does not cover normal wear and tear of parts or damage or loss resulting from misuse, accident, neglect, improper installation or maintenance. In order to qualify for this warranty coverage, the Global IFS products must be installed, used and maintained strictly in accordance with the instructions and recommendations contained in Global IFS's literature.

If Owner claims that the Global IFS products do not conform to this limited warranty, it must, at Global IFS's option, either return any defective parts to Global IFS with freight or other transportation costs prepaid or allow Global IFS's personnel to inspect the Global IFS products at the site of their installation or use. If, after inspection, Global IFS determines that the Global IFS products do not conform to this limited warranty, Global IFS in its sole discretion will choose to (a) repair the Global IFS products without charge to Owner, (b) replace the Global IFS products without charge to Owner, or (c) repay to Owner an amount equal to the purchase price paid by Buyer to Global IFS. The warranty period for repaired or replaced components shall be the remainder of the original warranty period. Owner understands and agrees that its sole and exclusive remedy for breach of warranty is the remedy of repair, replacement or refund as set forth herein.

THE WARRANTY ISSUED TO OWNER HEREUNDER IS THE ONLY WARRANTY PROVIDED BY GLOBAL IFS AND IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (WHETHER TO OWNER OR THE BUYER), INCLUDING WITHOUT LIMITATION THE **WARRANTIES OF MERCHANTABILITY** OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES OF QUALITY, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS, ALL OF WHICH ARE HEREBY DISCLAIMED. BUYER AND OWNER HEREBY WAIVE ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE NOTWITHSTANDING ANY PRIOR STATEMENT, WRITTEN OR ORAL. GLOBAL IFS MAKES NO OTHER WARRANTIES REGARDING THE QUALITIES OF ITS PRODUCTS OR THE MATERIALS INCORPORATED THEREIN.

Buyer and Owner understand and agree that in no event shall Global IFS be liable to either of them or to any third party for any incidental, special, consequential or other similar damages arising, directly or indirectly, out of or occasioned by the purchase, use, installation, repair, replacement of the Global IFS products, whether such damages are based on a claim for breach of express or implied warranty, tortious conduct, or any other cause of action, whether or not foreseeable and whether or not Global IFS has been advised of the possibility of such damages. Under no circumstances will Global IFS's liability exceed the purchase price paid by Buyer to Global IFS for the defective Global IFS products.

This limited warranty shall be construed and the obligations of Global IFS shall be interpreted in accordance with the laws of the State of Michigan without regard to the conflicts of laws thereof. Any controversy or dispute arising out of or related to this limited warranty shall be addressed and settled in accordance with the process set forth in Global IFS's Terms and Conditions of Sale (U.S.) (the "Sales Terms"). This Limited Warranty is issued pursuant to, and in connection with, the Sales Terms, and, except to the extent, if any, that this Limited Warranty directly conflicts with the Sales Terms, this Limited Warranty is subject to all applicable provisions of the Sales Terms.