



EVERBLOCK™ LIMITED WARRANTY

1. **What is covered by this warranty.** EverBlock Systems, LLC (Hereinafter “EverBlock”) warrants to the original purchaser only, that the product that is the subject of this sale (a) conforms to EverBlock published specifications, and (b) is free from defects in material and workmanship. The duration of this warranty is two (2) years from date of delivery. If the buyer discovers within this time a failure of the product to conform to specifications or a defect in material or workmanship, it must promptly notify EverBlock in writing, [but not later than 30 days after expiration of the warranty] of the exact manner in which the product was so defective, the conditions of usage which gave rise to such claims, and deliver to EverBlock therewith a representative sample exemplifying the claimed defects, for examination by EverBlock engineers. Should the product prove to be defective as set forth above, then EverBlock at its own cost and expense shall replace with new and ship to purchaser, replacement product for all those items demonstrating such defects that are shipped back prepaid to its manufacturing plant in Bronx, NY.
2. **What is not covered by this warranty.** EverBlock does not warrant, (a) any product not manufactured by EverBlock or, (b) defects caused by failure to provide a suitable installation environment, (c) damage caused by use of the product for purposes other than those for which it was designed, (d) damage caused by disasters such as fire, flood, loading beyond its design specifications, (e) damage caused by unauthorized attachments or modifications, (f) damage during shipment, storage, mishandling or any abuse by the purchaser. Goods have been manufactured & inspected at our plant with the greatest care. However, damages caused by mishandling during a customer installation can be avoided by due care and attention to installation and shipping instructions.
3. **Warranty of title.** In addition to the warranties set forth in the previous paragraphs EverBlock warrants that it has good title to the product free of any encumbrance, and that the product shall be delivered directly from EverBlock’s factory.
4. **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.
5. **Limitations of remedies.** In no case shall EverBlock be liable for any special, incidental or consequential damages (“Damages”) based upon breach of contract, negligence, strict tort, or any other legal theory. Such Damages include, but are not limited to loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, down-time, the claims of third parties, including customers, and injury to property. This limitation does not apply to damages caused by breach of the warranty of title, nor to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph 4 may not apply.
6. **Time limit for bringing suit.** Any action for breach of warranty must be commenced within 5 years and 30 days, following delivery of the goods.
7. **No other warranties.** Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No representative or employee of EverBlock, or any other party, is authorized to make any warranty in addition to those made in this agreement.
8. **Allocation of risk.** This agreement allocates the risks of product failure for EverBlock. This allocation is recognized by both parties and is reflected in the price of the goods. The purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.

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