



LIMITED FIFTY (50) YEAR WARRANTY

STATEMENT OF WARRANTY TERMS AND CONDITIONS
FALL RIVER HOLDING, LLC. D/B/A U.S. STEEL TRUSS

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Statement of Warranty Terms and Conditions sets forth the warranties provided by FALL RIVER HOLDING, LLC. d/b/a U.S. Steel Truss, hereafter referred to as U.S. Steel Truss ("Manufacturer") to its customers with respect to the web steel trusses. U.S. Steel Truss is the brand name of the web steel truss. Manufacturer warrants that, under normal use and operation, the web steel trusses used in the Building shall be free of defects in materials and workmanship within a period of fifty (50) years from the date of delivery from Manufacturer. By accepting delivery of the Products, you ("Customer") agree to be bound by and accept these terms and conditions.

MANUFACTURER WILL ONLY BE OBLIGATED TO HONOR ANY WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THESE PRODUCTS.

This warranty is expressly subject to the following terms and conditions:

1. Manufacturer's obligation under this warranty is limited to, at Manufacturer's option, replacing or repairing any web steel truss or part thereof that is found by Manufacturer not to conform to this warranty. Manufacturer may, at its option, provide a refund of the price of the web steel truss in lieu of replacement or repair. Any such refund amounts shall not exceed the actual amount paid by Customer to Manufacturer for the web steel truss. Manufacturer shall have a reasonable period of time to make such replacements, repairs or refunds and all labor associated with the warranty fabrication shall be performed during regular working hours.
2. This warranty is effective only if Customer gives prompt written notice to Manufacturer of any alleged defects in the web steel truss, which notice shall specifically describe the problem and shall state the date of sale and the location of the web steel truss. Manufacturer shall have no obligations under this warranty with respect to any defect unless it receives such notice within thirty (30) days after discovery of the defect.
3. MANUFACTURER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING WEB STEEL TRUSS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE LIABILITY OF MANUFACTURER ARISING IN CONNECTION WITH THIS WARRANTY EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO MANUFACTURER FOR THE WEB STEEL TRUSS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to a particular consumer.
4. Customer shall prepay any travel, transportation or miscellaneous charges associated with repair, replacement or refund under this Warranty.
5. Products which have been repaired or replaced by Manufacturer as provided in this Warranty will have a remaining warranty of the balance of the original warranty period.
6. Exclusions: The foregoing warranties shall not apply to any web steel truss that has been:
 - a. Used or operated in a manner inconsistent with the use intended by Manufacturer;
 - b. Modified or repaired by anyone other than Manufacturer personnel or Manufacturer's authorized service representatives in a manner which adversely affects its operation or reliability; or

- c. Exposed to abnormal atmospheric conditions to which this warranty does not apply including, but not limited to, hail, salt, water spray, corrosive or harmful chemicals (whether solids, liquids or gases), airborne contaminants, or other abnormal atmospheric conditions of a similar or dissimilar nature.
- d. Damaged because of accident, neglect or misuse by anyone other than Manufacturer personnel.
- e. Damaged due to processing, storage, or installation.
- f. Damaged because of acts of God, falling object, external forces, explosions, fire, riots, civil commotions, acts of war, excessive radiations, or other such similar or dissimilar occurrences beyond Manufacturer's control.

In addition, the foregoing warranties shall not apply to any components of the Building that are not manufactured by Manufacturer.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND OF ANY OTHER SIMILAR OBLIGATION ON THE PART OF MANUFACTURER. Some states do not allow limitation on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer.

- 7. This warranty provides specific legal rights, and other rights which vary from state to state.
- 8. Claims under this warranty must be made in writing to Manufacturer at the address set forth below within 30 days after the discovery of the defect. Manufacturer shall have an additional 30 days to inspect the web steel truss before any further action shall be taken.
- 9. These term and conditions represent the entire agreement of the parties relating to the subject matter hereof, and any prior agreement, promises, negotiations, or representations, whether oral or written, not expressly set forth herein are of no force and effect. Other than as specifically provided in any separate formal purchase agreement between Customer and Manufacturer, the terms of this Warranty may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for the web steel trusses that are subjected to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Manufacturer.
- 10. The warranties contained herein extend only to the original purchaser of the web steel truss and no attempt to extend the warranties to any subsequent transferee of the web steel truss or Building shall be valid or enforceable without the express written consent of the Manufacturer.
- 11. Any or all lawsuits filed against Manufacturer must be filed in Johnson County, Kansas.

P.O. Box 588
Peculiar, MO 64078
816-779-6441

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