

LIMITED LIFETIME WARRANTY

Feris BuildTech's Harmonic Advanced Building Envelope Technology™, when installed according to manufacturer's instructions, as prescribed within the Feris Harmonic installation guide, and when properly installed as set forth below, is warranted by Feris BuildTech Inc under normal residential or commercial use against defects in material or manufacturing workmanship of the product for parts only for as long as the original purchaser or owner owns the building envelope in which Harmonic was originally installed. For a period of 25 years from the date of purchase, Feris BuildTech Inc will provide replacement panel(s) at no charge where panels are proven to be defective. The defective part(s) must be returned with all transportation charges prepaid by the owner to the Customer Service Department, 993 Princess St. Unit 14, Kingston, ON, K7L 1H3, and Feris BuildTech Inc will in turn ship the repaired or replacement part to the owner, freight collect, with the owner to be responsible for all freight charges. This warranty does not cover any labor or other service charges incurred by the owner during the original installation or subsequent work to execute this warranty, or any parts not manufactured by Feris BuildTech Inc.

It is the **OWNER'S RESPONSIBILITY** to establish:

1. the date of the original installation of the product;
2. the name of the original purchaser;
3. the name of the installer;
4. that the product was installed according to manufacturer's instructions; and
5. that the product was properly finished according to the manufacturer's installation instructions.

DISCLAIMERS AND EXCLUSIONS

The following shall be applicable to those products of Feris BuildTech Inc. described above:

1. The warranty described hereinabove shall be IN LIEU of any other warranty, express or implied. Except as set out hereinabove, there are NO other warranties, and any statutory or implied warranty of MERCHANTABILITY or fitness for a particular purpose is EXCLUDED from this transaction and shall not apply.
2. The sole and exclusive remedy against Feris BuildTech Inc. shall be for the repair or replacement of defective panels as provided hereinabove. NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. The sole purpose of the stipulated exclusive remedy provided for herein, shall be the repair and replacement of defective Harmonic panels in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Feris BuildTech Inc. is willing and able to repair or replace defective parts in the prescribed manner.
3. The owner shall not be required to deliver a defective part to Feris BuildTech Inc if:
 - (a) The part was destroyed as a result of its defect or any defect in any part covered in this warranty; and
 - (b) Feris BuildTech Inc. is reasonably satisfied that the part was defective at the time of sale.

If both of these conditions are met to Feris BuildTech Inc's satisfaction, it will replace the part in the same manner provided herein as if the purchaser had delivered it to Feris BuildTech Inc.

4. The owner acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of Feris BuildTech Inc. have been made to owner by Feris BuildTech Inc. by the original purchaser, or by its dealer which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the owner, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of Feris BuildTech Inc.

5. There is NO WARRANTY for any defective part of a Feris BuildTech product which has been removed, disassembled, or relocated from its original place of installation, or delivery, in the case of trailerable units, or which, in the judgment of Feris BuildTech Inc., arises from misuse, mishandling, neglect, fire, flood, lighting, corrosive atmosphere, improper installation of the product, improper servicing of the product, unauthorized modification of the product, improper fuel supply to the product, or the failure of a non-certified Feris BuildTech installer to properly install or service the product as is set out in the installation instructions..