



**FCP, Inc.**  
**LIMITED WARRANTY**  
**FREE SPACE MEZZANINES**



**FCP, INC WARRANTS TO THE ORIGINAL PURCHASER ONLY (BUYER) AGAINST FAILURE DUE TO DEFECTIVE MATERIAL OR WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM EFFECTIVE DATE SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS SET FORTH HEREIN:**

**Terms, Conditions, and Exclusions**

- I. This warranty is in lieu of all other warranties (save and except any written warranties issued by FCP and signed by an officer) whether express, implied or statutory, and all other liabilities (contract, tort or otherwise, including negligence) and FCP makes no warranty of merchantability or of fitness for any particular purpose. This warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected.
- In consideration of the sale of the products and this warranty, FCP shall not be responsible or liable for any consequential, incidental or special damages, expenses, loss to the building or loss of the use thereof, either in contract, negligence or tort, arising out of any failure of the products, breach of warranty or for other cause.
- FCP does not make any warranty or assume any obligation with respect to the validity of any patents, designs, copyrights or trademarks which may cover such products. The conditioning of liability, rights, obligations and remedies of the parties relating to claims arising from defective products shall be governed exclusively by the terms hereof.
- II. This warranty is limited to the original owner of the building (Buyer), is specifically non-assignable, and non-transferable.
- III. Buyer shall exercise diligence in inspection of materials as received from FCP prior to utilization so as to mitigate expense involved in repairing, repainting, or replacing nonconforming products.
- IV. This warranty applies only to the above described products of FCP and does not cover accessories, fixtures, insulation, goods or materials not manufactured but sold by FCP. This warranty shall be valid and apply to FCP's products only if the products are erected and installed strictly in accordance with FCP's engineering plans and specifications; all applicable erection standards and procedures, and current erection manuals. Any modification of, deviation or variation from the specified materials, products or specified erection procedures without the prior written consent of an officer of FCP will void this warranty.
- V. This warranty is applicable only to product damage or failure caused by "normal atmospheric exposure" which shall not be construed to include the following conditions which are specifically excluded from this warranty:
- a. Deterioration caused by marine (salt water) atmospheres or by constant exposure to either salt of fresh water.
  - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances.
  - c. Deterioration caused by corrosive fumes or condensates of harmful substrates generated or released inside the building.
- VI. This warranty shall not apply to any structural failure attributable to engineering design caused by incorrect, inadequate, or erroneous design information transmitted to FCP, by or through the owner, contractor or their respective design representative
- VII. This warranty specifically excludes the following:
- a. Damage caused by workers.
  - b. Damages caused by act of God – including, but not limited to, lightning, strong gale, hurricane, tornado, earthquake, fire or flood.
  - c. Damages caused by any other cause beyond the control of FCP, including, but not limited to the following examples:
    - i. If after erection, there are alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the structure.
    - ii. If there is any failure by the buyer to use reasonable care in maintenance.
    - iii. If the buyer fails to comply with every term and/or condition stated in this warranty.
- VIII. Claims for any defects or breach of this warranty must be submitted by the owner, or owner's representative, by written notice within the warranty period and within thirty (30) days of the occurrence of a failure or breach of warranty so that FCP has reasonable opportunity to inspect the products. Owner will exercise reasonable diligence in inspection and maintenance of the products in order to mitigate expense involved in repairing or replacing the products.
- IX. FCP's responsibility and liability pursuant to this warranty is expressly limited to the replacement or repair of the defective materials and workmanship and in no event shall exceed the original price paid for the product claimed to be defective or unsuitable.
- X. This warranty will not be effective and binding on FCP until payment in full for the product has been received by FCP.
- XI. This warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of FCP.

**FCP Corporate Headquarters**

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