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A LYNN TILTON PATRIARCH PARTNERS COMPANY

LIMITED WARRANTY

COPPER SHEET AND STRIP FOR BUILDING CONSTRUCTION

We guarantee that this material, as shipped, will not leak due to defects in our workmanship. We warrant this material for fifty (50) years from the installation date. This warranty is limited to our product only, and does not cover construction and installation.

CONDITIONS

1. Libertas Copper, LLC, dba, Hussey Copper (“**Hussey**”) shall be notified in writing, at the address listed above, that the product has become defective and the nature of the defects shall be stated.
2. The owner shall permit Hussey and its agents and employees to examine the material so that Hussey may determine what replacements may be needed.
3. The owner shall allow Hussey at least ninety (90) days following Hussey’s receipt of written notice for inspection and replacement.
4. Defects discovered or discoverable upon delivery and inspection must be reported to Hussey, in writing to the address listed above, prior to fabrication and installation.
5. Hussey’s liability under this warranty shall be limited to, at Hussey’s option, replacing the defective product or providing a full refund of the cost of the product, with a maximum liability equal to the purchase price. In the case of replacement, Hussey will not cover any related costs such as installation.
6. Under no circumstances will Hussey be liable for any incidental, special or consequential damages for breach of warranty.

EXCEPTIONS

1. Hussey will not be liable for damages to buildings or their contents resulting from the product.
2. Hussey will not be liable for defective workmanship during the installation or construction of buildings.
3. Hussey will not be liable for and does not warrant against defects caused by unusual or extraordinary or unforeseen conditions, such as tornadoes, hurricanes, fire, earthquakes, lightning or other acts of God.
4. Hussey does not warrant the product against settlement or distortion of the roof decks, walls, or foundations of buildings nor against objects striking the product’s surface.
5. Hussey does not warrant the **aesthetic** conditions of the product or warrant the product against the type of oxides which may form based on acid rain, pollutants, or other local atmospheric conditions which may be present.