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## Sales Terms and Conditions, Limited Warranty

1. Limited Warranty Coverage: Hilmerson Safety ("Company") warrants that their products, the Hilmerson Safety Rail System™, Hilmerson Barrier Fence System™, and the Hilmerson Temporary Fence System™ ("Products"), are free from defects in materials and workmanship under normal use at the time of delivery and installation. The purchaser of any such Products shall—upon discovery of any such defect, subject to the conditions herein—have the right to make a claim under this Limited Warranty for a period of one (1) year from the date of tender of delivery. This Limited Warranty is made in lieu of all other warranties or conditions.

2. Obligations of the Customer: The customer is responsible for properly using and maintaining the Products in accordance with provided instructions. It is the obligation of the customer to inspect all Products immediately upon arrival. Failure to inspect and follow the instructions for the Hilmerson Safety Rail System™, Hilmerson Barrier Fence System™, and Hilmerson Temporary Fence System™ poses a threat to safety and health and may result in death or serious injury to installers, users, and/or third parties. Hilmerson Safety and our manufacturers expressly disclaim any liability from injury, damage, or other loss resulting from failure to inspect, improper or unauthorized installation, misuse, abuse, accident, alteration, or unauthorized repair. The customer assumes all risk associated with any such failure to inspect, improper or unauthorized installation, misuse, abuse, accident, alteration, or unauthorized repair, and shall indemnify and hold Company harmless against any claim due to any injury or death to any person or damage to any property resulting in whole or in part from any failure to inspect, improper or unauthorized installation, misuse, abuse, accident, alteration, or unauthorized repair customer makes to the Products.

3. Exclusions from Warranty Coverage: This limited warranty does not cover normal wear and tear, abuse, misuse, damage in transit, failure to maintain the product, or any damage caused by circumstances beyond the control of Company. All materials shall be furnished subject to the seller's standard manufacturing and commercial variations and practice.

4. Disclaimer of Other Warranties: THE ONLY WARRANTY PROVIDED FOR THE PRODUCTS IS THE LIMITED WARRANTY SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.



THIS DISCLAIMER IS AN IMPORTANT PART OF OUR AGREEMENT AND IS CONSPICUOUSLY PRESENTED TO ENSURE YOUR AWARENESS. No representations or warranties, express or implied, made by any sales representative or other agent or representative of the seller which are not specifically set forth herein shall be binding upon the Company. Samples supplied prior to, at the time of, or following the purchase of the Products are solely for the purpose of evaluating the suitability of those Products for the purposes intended and are not intended to create or serve as warranties of any type either express or implied.

#### 5. Limitation of Damages:

5.1. Limited Remedies: The Company's liability under this limited warranty is limited to repairing or replacing the defective Product, at the Company's sole discretion. Replacement shall be made with the same or, at the Company's sole discretion, a substantially similar product. Company shall not be liable for any costs associated with transportation or installation of the replacement Products provided in connection with this limited remedy. The customer acknowledges that the limited remedy provided for above is neither unreasonable nor unconscionable and is consistent with the essential purpose of this Limited Warranty and the contract between any customer and Company.

5.2. Disclaimer of Incidental and Consequential Damages: The Company's liability is subject to the limited remedy provided above, and does not extend beyond defects to the Products themselves. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS.

6. Claims: It is the responsibility of the customer to inspect all Products at the time of delivery. Company explicitly disclaims all liability for any defects or damages which could have been reasonably discovered through inspection at the time of delivery but which were not discovered at that time, regardless of reason. Notice of any claim under this limited warranty must be made to Company in writing, must provide a detailed description of all claimed defects together with proof of purchase, and must be made within 24 hours of discovery of such defects, and in any event no later than one (1) year from the date of tender of delivery. Company reserves the right to require that the product be returned to Company's facility for evaluation of warranty claims. Company will be the sole judge of product condition and warranty options.



Any cause of action for breach of or otherwise arising out of this Limited Warranty must be commenced within one (1) year of the tender of delivery.

7. Transferability: This limited warranty is non-transferable and applies only to the original purchaser of the Product. This warranty does not include customers of the buyer.

8. Choice of Law and Venue: This limited warranty shall be governed by the laws of the state of Minnesota. Any legal action or proceeding arising out of or relating to this limited warranty shall be brought exclusively in the state or federal courts located in the state of Minnesota.

9. Entire Agreement: This limited warranty constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written.