ELEVATION INTEGRATED RAILING SYSTEM LIMITED WARRANTY

GEOGRAPHIC SCOPE: THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE CONTINENTAL UNITED STATES (NOT HAWAII OR ALASKA) AND CANADA. ALL PRODUCTS INSTALLED ANYWHERE ELSE, AND ALL PRODUCTS NOT INSTALLED IN STRICT ADHERENCE TO THE MOST CURRENT PUBLISHED APPLICATION INSTRUCTIONS, ARE SOLD "AS IS" WITHOUT ANY REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED WARRANTY COVERAGE: FORMULATED MATERIALS, LLC ("FM"), warrants to the original owner of the property in which the Product is installed (together, the "Owner") that, subject to all of the conditions, exclusions, and provisions set forth herein, for the applicable warranty period set forth below from the date of installation, the FM products identified by the Elevation? Integrated Railing System brand (the "Product") shall be free from manufacturing defects in materials and workmanship.

The Elevation? Integrated Railing System is designed and intended for use in conjunction with the Elevation? waterproofing system. This Limited Warranty covers the railing system components only. Coverage of Elevation? waterproofing products is governed by the separate Elevation? Limited Warranty.

Structural Warranty: FM warrants that the aluminum railing components shall be free from manufacturing defects that compromise the structural integrity of the Product for a period of **ten (10) years** from the date of installation (the "Structural Warranty Term"). Structural integrity refers to the load-bearing capacity and physical soundness of the railing system as designed and manufactured by FM.

Cosmetic Warranty — Inland Installations: For Products installed **more than one (1) mile from any saltwater coastline**, FM warrants that the powder-coated finish shall be free from manufacturing defects including peeling, cracking, chipping, blistering, or excessive discoloration due to normal weathering per AAMA 2604 (as confirmed by an industry-standard color measurement device, a discoloration due to normal weathering measuring less than a Delta E of 5 color units shall not constitute a defect) for a period of **ten (10) years** from the date of installation (the "Inland Cosmetic Warranty Term").

Cosmetic Warranty — Coastal Installations: For Products installed **within one (1) mile of any saltwater coastline**, FM warrants that the powder-coated finish shall be free from the same cosmetic manufacturing defects described above for a period of **three (3) years** from the date of installation (the "Coastal Cosmetic Warranty Term"), subject to the additional maintenance requirements set forth in the Care and Maintenance section below. This Warranty shall be considered void if any Elevation? Integrated Railing System products have constant direct contact with saltwater.

Remedy: If any manufacturing defect in the Product is confirmed by FM during the applicable warranty period, then FM at its sole option will either (1) refund the original purchase price of the defective component, or (2) provide the product necessary to replace the defective component (the "Limited Warranty"). This Limited Warranty does not cover any cost or expenses associated with labor, profit, shipping, taxes, testing, discovery, removal, excavation, reinstallation, or replacement of any materials in contact with the Product.

FAILURE BY OWNER TO STRICTLY COMPLY WITH ANY OF ITS OBLIGATIONS STATED IN THE BELOW CONDITIONS TO WARRANTY COVERAGE SHALL EXTINGUISH ALL OBLIGATIONS OF FM UNDER THIS LIMITED WARRANTY.

CONDITIONS TO WARRANTY COVERAGE: This Limited Warranty is specifically conditioned upon the following matters, each and all of which shall be a condition precedent to any of FM's obligations hereunder.

Registration: To protect rights under this Warranty, the Owner must register the Elevation? Integrated Railing System at formulatedmaterials.com/warranty-registration within thirty (30) days of installation. The registration must include: the Owner's name and contact information, installation address, date of installation, dealer or installer name, proof of purchase, and product color(s) installed. Warranty coverage is conditioned upon timely registration; failure to register within the prescribed period shall extinguish all obligations of FM under this Limited Warranty.

Notification to FM: The Owner must notify FM by certified mail at 3010 NW 149th Street, Suite 100, Oklahoma City, OK 73134 of

any claims under this Limited Warranty within thirty (30) days of discovery of the potential failure of the Product. The notice must include documentary proof of purchase of the Product and a copy of the warranty registration confirmation. Failure of the Owner to notify FM as provided herein shall extinguish all obligations of FM under this Limited Warranty.

FM Inspection: After notification from the Owner with the accompanying proof of purchase of the Product, FM shall have a reasonable time to inspect the Product, and if requested by FM, the Owner must complete at the Owner's expense a warranty questionnaire, which may include a request for photographs of the structure and/or samples of the Product. The Owner's failure to reasonably comply with FM's requests shall extinguish all obligations of FM under this Limited Warranty. Upon Owner's full cooperation of all requests FM makes of Owner, FM shall have a reasonable time to make its determination on whether manufacturing defects covered by this Limited Warranty was the cause of the Product failure.

Storage and Handling: In no event shall FM be liable under this Limited Warranty unless the Product was stored, handled, installed, and maintained in strict compliance with FM's application instructions, specifications, and recommendations.

CARE AND MAINTENANCE: Proper care and maintenance of the Elevation? Integrated Railing System is required to maintain warranty coverage.

All Installations:

- After installation and for ongoing maintenance, clean all aluminum railing product surfaces with a sponge or soft terry cloth and mild dish soap with warm water at minimum every three (3) months. Surfaces should be thoroughly rinsed after cleaning to remove all debris and residue.
- Upon completion of installation, all concrete dust, paint splatter, or any other construction material residue MUST be removed from the railing system immediately.
- High-traffic areas and installations exposed to above-average environmental contaminants should be cleaned more frequently.
- DO NOT USE industrial cleaners, xylene, acetone, or any type of paint thinner or abrasive cleaning product on the powder-coated surfaces. ONLY mild dish soap detergent, warm water, and a soft terry cloth or sponge should be used on Elevation? Integrated Railing System products.

Coastal Installations (within 1 mile of saltwater coastline):

- In addition to the above, the Owner must wash the railing with mild dish detergent and clean water every **three (3) months** at minimum for the Coastal Cosmetic Warranty to remain in effect. FM may require documentation or evidence of adherence to this cleaning schedule as a condition of any warranty claim.

BUILDING AND STRUCTURE DISCLAIMER: Acceptance of this Limited Warranty shall be conclusive evidence that Owner acknowledges and agrees FM does not practice engineering or architecture and, therefore, shall not consider FM to have offered any warranty, guarantee, or representation whatsoever by FM with respect to the building, structure, plans, specifications, or construction. ALL SUCH WARRANTIES, GUARANTEES, AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, SUITABILITY, SPEARIN DOCTRINE, AND COMPLETENESS.

NONWAIVER: The Owner agrees that any inspection by FM of the Product shall not constitute a waiver of any terms, conditions, or limitations set forth in this Limited Warranty, including but not limited to the requirement that the Product be installed in strict compliance with the most recent application instructions, specifications, and recommendations published by FM.

THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, REGARDLESS OF ANY BUILDING PLANS AND SPECIFICATIONS THAT MAY REQUIRE OTHERWISE.

EXCLUSIONS FROM COVERAGE: FM shall not be liable under any circumstances for leaks, failures, cosmetic defects, or damages arising from:

1. Damage to any building, structure, or material within such building or structure, either exterior or interior, or any real or personal property contained therein.
2. Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail, or other violent storm or casualty or impact of objects.
3. Insurrection, war, riot, or vandalism, radiation, or exposure to any chemical whatsoever, including without limitation aliphatic solvents, aromatic solvents, chlorinated

hydrocarbons, oil or gas hydrocarbons, turpentine, oils, pool chemicals, harsh chemicals, air pollutants, or organic or inorganic polar materials.

4. Improper use, improper installation, accident, alteration beyond manufacturer's specifications, or welding of Product components.
5. Neglect, abuse, or misuse of the Product.
6. Surface markings from scratches, nicks, and dents incurred after manufacture and delivery.
7. Structural defects, failures, vibrations, or any movement whatsoever, including without limitation expansion, settling, or shifting exceeding 1/16", in the building(s) or structure(s) to which the Product is installed.
8. Any installation before, during, or after the Product is installed of any material or substance, whatsoever, that is not explicitly acknowledged as being consistent within FM application instructions.
9. Repairs or alterations to the Product without or outside of FM's approval.
10. Splitting, cracking, blistering, delamination, or separation of the Product caused by underlying or overlying materials.
11. Faulty or improper application or installation of the Product.
12. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.
13. Failure from any cause other than inherent manufacturing defect in the Product.
14. Fading of original color due to misuse or conditions associated with natural weathering processes (a discoloration due to normal weathering measuring less than a Delta E of 5 color units as confirmed by an industry-standard color measurement device per AAMA 2604).
15. Constant direct contact with saltwater.
16. Failure to adhere to the Care and Maintenance requirements set forth in this Limited Warranty.

NON-TRANSFERABILITY: This Limited Warranty shall accrue and inure only to the benefit of the Owner and shall not be assigned, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale, or transfer of this Limited Warranty or of the building to which the Product is installed shall extinguish all obligations of FM contained herein.

DISPUTES: EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND FM AND/OR ITS TEAM MEMBERS AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. TO ARBITRATE AN ACTION AGAINST FM, OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND FM, AND PROVIDE WRITTEN NOTICE TO FM BY CERTIFIED MAIL AT THE ADDRESS STATED ABOVE. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

FURTHER, OWNER AND FM AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN THEM ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION.

Any action relating to the Product or this Limited Warranty must be brought within one year after Owner's initial discovery of a Product failure. No claims will be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties, and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to Owner.

LIMITATION OF LIABILITY: Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity for all matters regarding the Product.

OWNER ACKNOWLEDGES AND AGREES FM SHALL NOT BE LIABLE TO DIRECT ECONOMIC, INDIRECT ECONOMIC, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, WHICH INCLUDES WITHOUT LIMITATION LOST PROFITS.

Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages so the above limitations or exclusions may not apply to Owner.

SEVERABILITY: INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO REPRESENTATIVE, TEAM MEMBER OR OTHER AGENT OF FM, OR ANY PERSON OTHER THAN FM'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR FM ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT.

FM MANUFACTURED PRODUCTS ONLY: FM warrants only those products which FM has manufactured or fabricated. Third-party components, accessories, or materials not manufactured by FM are expressly excluded from this Limited Warranty and are subject to the warranties, if any, of their respective manufacturers.