

STORM SOLUTIONS, INC
“Limited Warranty”
Keep This Information for Your Records

LIMITED WARRANTY. Storm Solutions, Inc. (“Storm Solutions”) warrants to the original customer and any successor’s-in-interest (“Customer”) that the installation services provided by it or its CSI Agents (the “Services”) of various wind mitigation products (the “Products”) will be free from defects in workmanship for one (1) year from the date of completion of the Services. Defects must adversely affect safety or performance of the Products. Storm Solutions’ sole obligation under this express warranty shall be, at Storm Solutions’ option and expense, to repair the defect or replace the Product if rendered defective as a result of the Services. Storm Solutions warrants any repair Services or part for a period of ninety (90) days from completion of the repair, or through the end of the original warranty, whichever is longer. Warranties for all Products are the responsibility of their respective manufacturer.

OBTAINING WARRANTY SERVICE. Customer must contact the Storm Solutions at 1-888-735-6789 within thirty (30) days of discovery of the claimed defect and within the applicable warranty period to begin process for warranty service authorization. Customer agrees to permit inspection of the Services by an approved Storm Solutions inspector.

WARRANTY EXCLUSIVE. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. STORM SOLUTIONS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, MAINTENANCE OR USE OF ITS SERVICES.

STORM SOLUTIONS SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND INSPECTION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE SERVICES DOES NOT EXIST OR WAS CAUSED BY CUSTOMER’S OR ANY OTHER PERSON’S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR OR MODIFY THE SERVICES, NORMAL WEAR AND TEAR, OR ANY OTHER CAUSE BEYOND THE RANGE OF ITS INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OTHER HAZARDS, OR ACT OF GOD. THIS WARRANTY DOES NOT APPLY WHEN THE MALFUNCTION RESULTS FROM THE PRODUCTS, OR THE USE OF THIS SERVICES IN CONJUNCTION WITH ACCESSORIES, OTHER SERVICES, OR ANCILLARY OR PERIPHERAL EQUIPMENT AND STORM SOLUTIONS DETERMINES THAT THERE IS NO FAULT WITH THE SERVICES ITSELF.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, STORM SOLUTIONS ALSO EXCLUDES FOR ITSELF AND ITS CSI AGENTS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF PROPERTY, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONSEQUENCE WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THIS SERVICES, EVEN IF STORM SOLUTIONS OR ITS CSI AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT STORM SOLUTIONS’ OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. This Limited Warranty gives you specific legal rights, and you may also have rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above warranty may not apply to you. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of this Limited Warranty.

GOVERNING LAW. This Limited Warranty shall be governed by the laws of the CT. Storm Solutions shall, at its sole discretion, also have the right to invoke the courts of law having jurisdiction at the Customer’s place of business.