WARRANTY AND SERVICE AGREEMENT

1) NXTWALL warrants its products to be free from defects in material or under normal periodic use according to instructions for the applicable warranty period specified here under in Schedule A.

2) Where the Client wishes to make a warranty claim or service requested hereunder, the Client shall not return the goods but shall notify NXTWALL immediately in writing, stating full particulars of the claim or service request, whereupon will, at its option, replace the goods upon return of them or dispatch a qualified service technician to the Client's premises to service or repair the goods, or otherwise adjust the matter fairly and promptly. With respect to any products or parts supplied here under which are not manufactured by NXTWALL, the warranty of the manufacturer shall apply and be exclusive of all other remedies.

3) This warranty is in lieu of all other warranties express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose.

4) This warranty shall not apply to and shall have no liability in respect of:

- Defects which are attributable to misuse, negligence, alteration, improper assembly, disassembly or repair by non-NXTWALL approved installer, or use other than normal periodic use.
- Natural variations which may occur in materials such as vinyl, wood, including color fastness and matching of such materials, such variations not being defects but a normal incident to the use of such materials.
- Defects attributable to normal wear and tear not resulting in loss of functionality of the product.

Schedule A:

Except as otherwise agreed to by NXTWALL in writing, the following warranty provisions apply to all products sold pursuant to this price quotation:

- The warranty on all NXTWALL aluminum profiles and accessories is ten (10) years.
- The warranty on all NXTWALL parts that are wearable or movable is (1) year. This section includes, but is not limited to, lock sets, bar pulls, carriages, self closers/openers.
- All warranties for products manufactured by NXTWALL run from the date of shipment from the NXTWALL manufacturing facility or point of origin.
- The warranty on all products not manufactured by NXTWALL shall be for the period, and on the terms specified by the original manufacturer, and shall be exclusive of all other remedies.

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