

## **ATKORE DEFENDER™ 10-YEAR LIMITED WARRANTY**

Atkore Defender™ coated products (the “Products”) are warranted against rust in excess amounts that would significantly compromise the performance of the steel substrate for a period of ten (10) years from the date of shipment.

This warranty is given by the Atkore subsidiary that manufactured the Products (“Seller”) to the original purchaser of the products (“Buyer”) and applies solely to defects in the Atkore Defender coating. All other elements of the products or other goods and services furnished by an Atkore subsidiary remain subject to the terms and conditions available at [www.atkore.com/terms](http://www.atkore.com/terms) and the warranties provided therein.

No warranty is given for Products or components that have been (i) subject to misuse, improper installation, damage, improper storage or negligence; (ii) disassembled, modified or repaired by unauthorized persons; (iii) exposed to corrosive conditions or elements, including, but not limited to additional coatings, welding or fabrication that damaged the coating, weathering beyond normal conditions, unusual or highly corrosive soil, environmental or industrial conditions, exposure or contact with corrosive chemicals, galvanic incompatibility between dissimilar metals, full or partial submersion in water or other abrasion or mechanical damage to the coating; or (iii) used in any manner contrary to Seller’s instructions or recommendations. Further, this warranty does not apply to white rust or storage staining.

SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE PRODUCTS WILL CONFORM TO ANY SAMPLES, AND ANY WARRANTY REGARDING ANY ANCILLARY SERVICES RENDERED.

Seller shall not be liable for a breach of the warranty set forth herein unless: (i) Buyer gives written notice of the defective Products, reasonably described, to Seller within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity to examine such Products and if requested by Seller, returns such Products to Seller for examination; and (iii) Seller reasonably verifies that the Products are defective. Seller’s liability will terminate upon expiration of the notice period. Seller’s sole liability for non-conforming products will be to repair or replace the non-conforming product or return the purchase price paid therefore, at Seller’s sole option. Buyer will bear all disassembly, shipment and reinstallation costs of repaired or replaced products. THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.