



#### WARNING

ERICO products shall be installed and used only as indicated in ERICO's product instruction sheets and training materials. Instruction sheets are available at [www.erico.com](http://www.erico.com) and from your ERICO customer service representative. Improper installation, misuse, misapplication or other failure to completely follow ERICO's instructions and warnings may cause product malfunction, property damage, serious bodily injury and death.

#### WARRANTY

ERICO products are warranted to be free from defects in material and workmanship at the time of shipment. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF ANY ERICO PRODUCTS. Claims for errors, shortages, defects or nonconformities ascertainable upon inspection must be made in writing within 5 days after Buyer's receipt of products. All other claims must be made in writing to ERICO within 6 months from the date of shipment or transport. Products claimed to be nonconforming or defective must, upon ERICO's prior written approval in accordance with its standard terms and procedures governing returns, promptly be returned to ERICO for inspection. Claims not made as provided above and within the applicable time period will be barred. ERICO shall in no event be responsible if the products have not been stored or used in accordance with its specifications and recommended procedures. ERICO will, at its option, either repair or replace nonconforming or defective products for which it is responsible or return the purchase price to the Buyer. THE FOREGOING STATES BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ERICO WARRANTY AND FOR ANY CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF ANY PRODUCT.

#### LIMITATION OF LIABILITY

ERICO excludes all liability except such liability that is directly attributable to the willful or gross negligence of ERICO's employees. Should ERICO be held liable its liability shall in no event exceed the total purchase price under the contract. ERICO SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY SIMILAR OR DISSIMILAR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER.