

KNIGHT WALL SYSTEMS, INC.

Limited Warranty

Project: Widget Bank Building
Address: 1234 Main Street, USA 99119
Project Owner: Widget Bank
Address of Owner: 1234 Main Street, USA 99119
Cladding Products: Product X Panels
Rain Screen Mounting System: [LevelTek™ System, PanelTek™ System, Cl System™ or SidingRail™ System]
Completion Date of Installation: 12/21/2012

1. Warranty.

Subject to the terms and conditions of this limited warranty (the "Warranty"), Knight Wall Systems, Inc. ("Knight Wall Systems") warrants to the owner identified above (the "Owner") of the Rain Screen Mounting System exterior framework (the "Mounting System") that for a period of 10 years from the Completion Date of Installation stated above (the "Warranty Period") the Mounting System will remain intact and be free from manufactures defects. This Warranty does not cover any defects or failures of the Cladding Products (the "Product").

2. No System Warranty.

The Mounting System is designed to be used as a method of attaching the Product to the buildings substrate. The use of any other cladding product, mounting systems or methods other than ones approved and certified by Knight Wall Systems will void this Warranty.

3. Exclusions.

The Warranty does not cover damage or injury caused by:

(a) Acts or omissions of the Owner, its personnel, agents or contractors or any other third party that damages or affects the performance of the Product or the Mounting System;

(b) Failure, defect or damage resulting from or in any way connected with misuse, neglect, improper storage prior or post installation, improper installations or installation not in strict compliance with Knight Wall System's specifications and those plans and specifications approved by the projects licensed designer, improper installations or installation of the Product not in strict compliance with the Products manufactures specifications and those plans and specifications approved by the projects licensed designer, use of accessories which do not

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properly support the Product or Mounting System, impact or foreign objects, unusual harmful fumes or foreign substances in the atmosphere, acts of God or natural occurrences, including, with limitation, floods, lightning, hurricanes, earthquakes, earth tremors, tornados, whole gale winds, hail, fire of any origin or causes or tsunami;

(c) Failure to install the Product or Mounting System properly, including, without limitation (i) failure to follow all installation instructions provided with the Product by the Products manufacture, (ii) failure to follow all installation instructions provided with the Mounting System by Knight Wall Systems, (iii) failure to follow all construction drawings that have been stamped by a licensed architect or engineer, (iv) failure to use the required reinforcing mounts on buildings where the horizontal exteriors are not flat, and (v) failure to leave the required air gap at the bottom footing and at the top flashing for unobstructed airflow;

(d) The installation, erection, attachment or construction of any hardware, device product or material onto or through the Product or Mounting System and any installation, erection, attachment or construction that blocks or restricts the flow of air through the air gaps at the footing or flashing;

(e) Failure to reasonably maintain the Product and the Mounting System including the use of improper, or highly corrosive, chemical cleaning agents;

(f) The growth or presence of any fungi on or in the Mounting System or grout affixed to the Mounting System, including, but no limited, yeast, mold, mildew, rust, or mushrooms and including ay spores, myotoxins, odors or any other substances products, byproducts, produce by, released by, or arising out of the current or past presence of fungi;

(g) Workmanship or defective material manufactured or supplied by others, whether affiliated with Knight Wall Systems or not;

(h) Failure or distortion in the walls or foundation of the structure, including settling of the building or movement of framing members;

(i) Metal corrosion seen on edges or flat surfaces of the Mounting System that have been scraped, brushed, scuffed or suffered any abrasion across the surface as to remove the original manufacturers anti-corrosion coating. Edges of the Mounting System cut by tools not approved for use within Knight Wall Systems specifications and installation guide during the installation process;

(j) Corrosion, or oxidation, seen on any part of the Mounting System not determined to be detrimental to structural performance;

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- (k) Corrosive or aggressive atmospheres including direct salt spray;
- (l) Consequential damage to other building materials or products not supplied by Knight Wall Systems, including physical and corrosive damage; or
- (m) Damage to any structural components.

4. Warranty Disclaimer.

EXCEPT AS SET FORTH HEREIN, KNIGHT WALL SYSTEMS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCT OR THE MOUNTING SYSTEM OR APPLICATION THEREOF. KNIGHT WALL SYSTEMS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5. Conditions.

Knight Wall Systems' obligations under this Warranty shall not be effective and shall lapse unless:

- (a) The Owner notifies Knight Wall Systems in writing at the address set forth below of the failure of the Mounting System to perform as warranted within thirty (30) days of Owner's first knowledge of such failure and within the Warranty Period;
- (b) The Mounting System has been installed by a qualified installer with experience installing products similar in intent, function and design;
- (c) The surface to which the Mounting System is installed has been properly prepared, and the Product has been properly installed in accordance with the Products installation guide and recommendations, and the Mounting System has been properly installed in accordance with Knight Wall Systems' installation guide and recommendations, including, without limitation, proper application and use of all barriers, such as water or moisture, thermal, bird, insect, or rodents;
- (d) The Product and the Mounting System has been installed with proper unobstructed airflow at the bottom footing and at the top flashing of the Product and the Mounting System.
- (e) No alterations or repairs have been made to the Mounting System without the prior written approval of Knight Wall Systems;

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(f) Owner give Knight Wall Systems, its agents, employees, or contractors access to the Mounting System during regular business hours for purpose of inspection, investigation or repairs of the Mounting System; or

(g) Knight Wall Systems has been paid in full for the purchase of the Mounting System.

6. Geographic Limitations.

This Warranty only applies to Mounting Systems that have been sold and installed in the United States or Canada.

7. Exclusive Remedy.

In the event of any breach of the Warranty, Owner's SOLE AND EXCLUSIVE REMEDY and Knight Wall Systems' sole and exclusive responsibility shall be for Knight Wall Systems, at Knight Wall Systems' discretion, to repair or reattach the Mounting System, portion of the Mounting System or substitute therefore (which shall be considered the "Mounting System" for the remaining duration of the Warranty Period), at no additional charge to Owner; provided however, that (i) Knight Wall Systems shall furnish labor and materials only, and not the cost of equipment necessary to repair or reattach the Mounting System, and (ii) if, within a commercially reasonable period, Knight Wall Systems fails to or is unable to remedy a breach, Owner's sole and exclusive remedy shall be to receive direct damages from Knight Wall Systems not to exceed the amounts paid to Knight Wall Systems for the purchase of the original Mounting System. Repair or replacement of the Mounting System does not extend the Warranty Period.

8. Disclaimer of Liability.

KNIGHT WALL SYSTEMS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN THE REPAIR OR REPLACEMENT SERVICES SET FORTH HERE. KNIGHT WALL SYSTEMS SHALL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THIS WARRANTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, TREBLE, EXEMPLARY OR OTHER SIMILAR LOSS OR DAMAGE (WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF KNIGHT WALL SYSTEMS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

9. Limitation of Liability.

IN NO EVENT SHALL KNIGHT WALL SYSTEMS' AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO KNIGHT WALL SYSTEMS FOR THE PURCHASE OF THE ORIGINAL MOUNTING SYSTEM. THE PARTIES AGREE THAT THE DISCLAIMER OF LIABILITY AND LIMITATIONS ON LIABILITY

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SET FORTH HEREIN ARE INDEPENDENT OF THE EXCLUSIVE REMEDIES, AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. Transferability.

The Warranty is non-transferable and is only for the benefit of the Owner. Owner shall not assign any of its rights under this Warranty unless Knight Wall Systems gives its prior written consent. An assignment of the Warranty does not extend the Warranty Period.

11. Notice.

Send any notice of a claim under this Warranty to:

Knight Wall Systems, Inc.
Attn: President
28308 N. Cedar Road
Deer Park, WA 99006

12. Miscellaneous.

This Warranty is governed by the laws of the State of Washington excluding its choice of law rules. The venue of any dispute arising from this Warranty shall be Spokane County, Washington. Failure at any time to enforce any of the terms of this Warranty shall not be construed to be a waiver of such provision. All modifications to the terms of this Warranty must be made in writing and signed by both parties. The Owner may have other rights under applicable state law.

KNIGHT WALL SYSTEMS, INC.

By: _____

Its: Authorized Agent