

LIMITED WARRANTY

Meta-Fab warrants to the original retail purchaser that products manufactured by Meta-Fab, when properly assembled and installed in accordance with Meta-Fab's assembly and installation instructions, and properly used and maintained, shall be free from defects in material and workmanship for a period of one (1) year from the date of original purchase, provided, that the attached warranty registration card has been completed, signed and returned to Meta-Fab within thirty (30) days of purchase. If the warranty card is not submitted within thirty (30) days, the 1 year warranty period begins from date of manufacture. Meta-Fab will repair or replace, at its option, the product, F.O.B Indianapolis, IN, on the following basis: Determination of repair or replacement shall be solely at the discretion of Meta-Fab.

The warranty is non-transferable and is subject to the following terms and conditions:

Meta-Fab shall not be responsible for the cost of removal or replacement of any defective Meta-Fab product, nor for any other expenses or for damages which might be incurred in such removal and replacement. Shipping and transportation are not covered by this warranty but are the owner/s responsibility.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to: Acts of God, misuse or abuse, damage as a result of "rim hanging," accident or negligence, fire, improper installation, chipping or flaking or powder coating, or ice damage. This warranty does not apply to fading of materials, nor to corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Meta-Fab, all warranties are void.

Meta-Fab shall not be liable for any consequential or incidental damages, including, but not limited to any damages for loss of use of pools or injury to person or property, and any claims therefore and hereby specifically disclaimed and excluded. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. The warranty is enforceable only by the original retail purchaser.

If any Meta-Fab products fail during the warranty period as a result of a defect in material or workmanship covered by this warranty, the original retail purchaser must notify Meta-Fab in writing by mail. This notice from the original retail purchaser must contain the product number, date of purchase, and a description of the defect. Meta-Fab will determine if the product is to be returned to the factory or will ask that (1) the defective area and (2) the part of the product stamped with the serial number be removed and returned. Product pieces must be cleaned and returned freight prepaid to Meta-Fab, 226 Lincoln St., Indianapolis, IN 46225

Replacement of any Meta-Fab product will be shipped freight collect.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCTS SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT META-FAB'S DESIGNATED FACTORY OR IN PLACE AT META-FAB'S OPTION. IN NO EVENT SHALL META-FAB'S LIABILITY EXCEED THE ENTIRE AMOUNT PAID TO META-FAB BY THE ORIGINAL PURCHASER FOR THE FAILED OR DEFECTIVE PRODUCT.

IN NO EVENT SHALL META-FAB BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS FROM ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE.

No representative of Meta-Fab, nor any of its agents, distributors or dealers has any authority to alter in any manner the terms of this warranty and Meta-Fab is not responsible for any undertaking, representation or warranty made by any other person beyond those expressly set forth in this warranty certificate.



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