

Arctic Anchor Brand Warranty Program

LIMITED LIFETIME WARRANTY

Effective Date: April 3, 2024

Arctic Anchor Brand (“Manufacturer”) provides the following Limited Lifetime Warranties to the original building owner (“Owner”) at the time of installation of Arctic Anchor products (“Products”). These warranties apply to all Products, subject to the terms, conditions, limitations, and disclaimers outlined below. The warranties are divided into three categories: Manufacturer’s Warranty, Color Fade Warranty, and Structural Warranty. The “Limited Lifetime Warranty Period” is defined as the lifetime of the original Owner or until the supporting structure (e.g., roof, wall) is no longer commercially serviceable, whichever occurs first.

I. Manufacturer’s Warranty

Manufacturer warrants that, during the Limited Lifetime Warranty Period, Arctic Anchor Products shall be free from manufacturing defects that cause system failure, subject to the terms below.

- **Defect Protection:** Products will not crack, break, or yield due to manufacturing flaws under normal use conditions, ensuring functionality as intended.
- **Corrosion Resistance:** Products will not prematurely or excessively corrode, defined as corrosion that renders the Product ineffective for its intended purpose.
- **Replacement Guarantee:** In the event of a manufacturing defect, Manufacturer will provide comparable Arctic Anchor branded replacement parts and labor, with labor costs not to exceed \$3.00 per unit or linear foot (as applicable). Replacement parts are warranted for the remainder of the original Limited Lifetime Warranty Period.

II. Color Fade Warranty

Manufacturer warrants that, during the Limited Lifetime Warranty Period, the color finish of Arctic Anchor Products will maintain aesthetic integrity under normal environmental conditions, subject to the terms below.

- **UV Protection:** Products will resist degradation from ultraviolet (UV) exposure, maintaining structural and visual integrity.
- **Fade Protection:** Color finish will not materially fade beyond 2 Delta E Hunter units (0-2 Δ Change) when compared to the original finish over 10 years.
- **Color Match Assurance:** The color of the Product finish will remain consistent with the original application, provided the supporting structure’s paint color matches the Product’s color profile (e.g., a black Product must be installed on a structure with a matching black paint color).

III. Structural Warranty

Manufacturer warrants that, during the Limited Lifetime Warranty Period, Arctic Anchor Products will maintain structural integrity and not cause damage to the attached system, subject to the terms below.

- **Structural Integrity:** Products will not buckle, break, or detach from their anchorage under normal load conditions, as specified in the Arctic Anchor Load Calculator output.
- **Damage Prevention:** Products will not cause structural damage to the attached system (e.g., roof, wall), such as holes, fractures, or perforations leading to water infiltration.
- **Load Capacity:** Products are guaranteed to withstand vertical loads up to the specified limit in the Arctic Anchor Load Calculator output.
- **-40 Rated:** Products are engineered to perform in extreme cold, maintaining functionality at temperatures as low as -40°C.

- **Seam Damage Prevention:** Products will not cause damage to seams of the attached system, ensuring no compromise to the system's integrity.

IV. General Terms and Conditions

A. Remedies

In the event of a covered warranty claim, Manufacturer's sole obligation is to provide comparable Arctic Anchor branded replacement parts and labor to repair or replace the defective Product. Total damages will not exceed the original cost of the Product plus installation costs. Labor costs are capped at \$3.00 per unit or linear foot (as applicable). Any replacement parts or Products will be warranted for the remainder of the original Limited Lifetime Warranty Period.

B. Exclusions

Manufacturer shall have no obligation or liability under this Limited Lifetime Warranty if any of the following occur:

1. Failure or deficiency of the supporting structure (e.g., roof, wall) to which the Product is attached.
2. Failure to install or maintain the Product in accordance with Manufacturer's installation instructions or Arctic Anchor Load Calculator output.
3. Over- or under-torquing of pom-tipped screws, which must adhere to Arctic Anchor's torque specifications for the specific roof type.
4. Damage caused by abuse, misuse, accident, alteration, neglect, unauthorized repair, or combination with incompatible materials (e.g., copper, lead). Compatible materials include galvanized steel, Al-Zn coated steel (e.g., Galvalume®), aluminum, and titanium-zinc.
5. Overloading of the Product beyond the specified vertical load limits in the Arctic Anchor Load Calculator output or due to impact loads from higher unprotected structures.
6. Damage caused by workers, ice damming, or other external forces beyond Manufacturer's control.
7. Failure to ensure proper drainage of water from all Product surfaces.
8. Non-payment of the full purchase price for the Product or any applicable warranty issuance fees by the Distributor or Owner.

C. Notice of Warranty Claim

Owner must notify Manufacturer in writing within three (3) days of discovering a defect or failure covered by this warranty. Notification should be sent to:

Arctic Anchor Brand

800 N Rainbow Blvd, Las Vegas, Nevada 89107

Email: info@arcticanchors.com

D. Claim Investigation

Owner agrees to provide Manufacturer with reasonable access to the installation site for a defect investigation. Manufacturer shall make the final determination as to the existence, cause, and validity of any alleged defect or failure, as well as whether the supporting structure is no longer commercially serviceable.

E. Disclaimer of Warranties

THIS LIMITED LIFETIME WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY MANUFACTURER. MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MANUFACTURER, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

F. Limitation of Liability

OWNER'S SOLE REMEDY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AS DESCRIBED ABOVE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

G. Governing Law and Dispute Resolution

This Limited Lifetime Warranty shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles. Any disputes arising out of or related to this warranty shall first be mediated in Las Vegas, Clark County, Nevada, with costs shared equally by the parties. If mediation is unsuccessful, disputes shall be resolved by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, with arbitration taking place in Las Vegas, Nevada. The arbitrator shall be appointed by Manufacturer, and costs shall be borne equally. Arbitration awards may only be enforced in the District Court of Clark County, Nevada.

H. Force Majeure

Manufacturer shall not be liable for any failure to perform under this warranty due to events beyond its reasonable control, including but not limited to war, sabotage, riots, labor disputes, fire, flood, earthquake, or governmental actions.

I. Non-Transferability

This Limited Lifetime Warranty is non-transferable and applies only to the original Owner. It may not be assigned or passed to subsequent owners or entities.

J. Entire Agreement

This Limited Lifetime Warranty, together with the Warranty Application Form (if applicable), constitutes the entire agreement between Manufacturer and Owner. Any additional terms or conditions proposed by Owner or Distributor are rejected unless expressly agreed to in writing by Manufacturer's authorized representative.

K. Execution

This Limited Lifetime Warranty shall not be effective until signed by both the Manufacturer and the Owner or Distributor (as applicable).

Manufacturer:

Arctic Anchor Brand

By: _____

Date: _____

Owner/Distributor:

By: _____

Date: _____

V. Distributor Responsibilities

Distributors are responsible for:

- Providing Owners with a copy of this Limited Lifetime Warranty at the time of sale.
- Ensuring full payment for Products and any applicable warranty issuance fees to Manufacturer.
- Communicating Manufacturer's installation instructions, torque specifications for pom-tipped screws, and Arctic Anchor Load Calculator requirements to installers and Owners.

For warranty inquiries or claims, Distributors should contact:

Arctic Anchor Brand

800 N Rainbow Blvd, Las Vegas, Nevada 89107

Email: info@arcticanchors.com