



LIMITED WARRANTY

Sno Gem®, Inc. warrants that all Sno Gem®, Inc. products manufactured by it will be free from material defects, only (the “**Limited Warranty**”). This Limited Warranty extends from the date of first sale for a term of one (1) year from that date, only (the “**Claim Period**”). Upon Sno Gem®, Inc.’s inspection and confirmation that a product has been found to be defective, in Sno Gem®, Inc.’s sole determination, Sno Gem®, Inc.’s committed exclusive remedy for any claim pursuant to this Limited Warranty is limited to either the repair or replacement of the Sno Gem®, Inc. product, only. The warrantability of the product is also conditioned upon the installer’s adherence to Sno Gem®, Inc.’s recommended spacing and layout, with all installations being in conformance with Sno Gem®, Inc.’s installation instructions, and recommendations.

Any and all claims under this Limited Warranty must be submitted in writing during the Claim Period and sent to Sno Gem®, Inc., accompanied by a copy of this Limited Warranty, and documented written proof of the original purchase of the product(s) from Sno Gem®, Inc.

Upon written request within thirty (30) days of change in Ownership of any property where our products are initially installed, and following Sno Gem®, Inc. written approval (which may be reasonably withheld or conditioned in Sno Gem®, Inc.’s discretion), this Limited Warranty shall transfer to the successor Owner of the property. Absent such approval, this Limited Warranty is non-transferable.

Without limitation of any terms or conditions of sale, this Limited Warranty does not hold Sno Gem®, Inc. responsible for and expressly excludes any product defects or claims arising in whole, or in part out of the negligent or intentional acts, errors, or omissions of the installer, or other negligent or intentional acts, errors or omissions that occur post installation by Customer, or any third party. Sno Gem®, Inc. strongly recommends that these products be installed by a qualified and licensed Contractor with the knowledge and ability to properly install the product. In addition, and as a condition of our obligation to honor this Limited Warranty, installation is required to be performed in strict compliance with the manufacturer's published instructions, and recommendations.

Any warranty claim shall further be limited solely to Sno Gem®, Inc.’s cost of material for the product, and in a quantity determined by Sno Gem®, Inc. to have a manufacturer’s defect, only. In no event will Sno Gem®, Inc. be liable for special or consequential damages of any kind (including, without limitation, lost profits, schedule delays, labor, and/or any other damage or injury or death incurred by Buyer, Owner, or any third part, whether in contract or tort, or otherwise).

All projects/products to which this Limited Warranty applies is subject to inspection and review by Sno Gem®, Inc. at any time. In no event shall Sno Gem®, Inc.’s liability pursuant to any warranty claim ever exceed the cost of repair or replacement of the material purchased itself only, for that project involving the initial installation, and does not include and does not include labor costs for removal or reinstallation. Further, Sno Gem®, Inc. is not liable pursuant to this Limited Warranty for any other claim of any kind whatsoever including, but not limited to loss or damage to the exterior, interior, or contents of any structure, adjacent components or structures, or injury or death to any person under any circumstance.

This Limited Warranty shall be deemed to amend Sno Gem®, Inc.’s most current Terms and Conditions (the “**Standard Terms**”) found at the Sno Gem®, Inc. website located at <https://www.snogem.com> at the “Documents” tab are incorporated herein by reference. Any term or condition of those Standard Terms not addressed or modified within this Limited Warranty shall remain in full force, and in effect.

NOTE: For this warranty form to be recognized, the SG Estimate/Order Form for this project must be fully executed, and attached to this warranty for proper and complete submission.

Project Name: _____

Project Address: _____

Purchaser Name: _____ Distributor Name: _____

SG Estimate/Order Form # & Date: _____ Date Executed: _____