RHINOWELLS, DURAWELLS & STONEWELLS
EGRESS WINDOW WELL
5 YEAR WARRANTY

LIMITED 5 YEAR WARRANTY:

Mar-flex Waterproofing & Building Products, hereinafter referred to as Mar-flex, warrants that its products will be free from defects from the date of purchase for the Original Consumer. Original Consumer means the first consumer purchaser of any Mar-flex Window Well, whether directly from Mar-flex or from one of its distributors or retailers. This warranty may not be transferred to a subsequent consumer. This warranty is further subject to the conditions, exclusions and limitations stated below. Any implied warranties not otherwise permitted to be excluded by law are limited to the duration of ownership of the original consumer.

ADDITIONAL CONDITIONS, EXCLUSIONS, LIMITATIONS:

Mar-flex shall not assume responsibility for and the warranty does not apply to:

1. Failure to install the Window Wells in accordance with Mar-flex application instructions and specifications in effect at the time of installation and all applicable National and/or local codes or the failure to use reasonable care in the maintenance of the Window Wells.
2. Defects, damages or misapplications occurring during the installation of the Window Wells.
3. Normal wear and tear, natural weathering of surfaces and/or fastening hardware.
4. An application or condition that exceeds product design standards and/or certified performance specifications.
5. Natural disasters or unusual phenomenon including, but not limited to, lightening, gales, hurricanes, tornadoes, earthquakes, acts of God, fire, vandalism, wars, civil disobedience, defects in the underlying material or structure, engineering or structural flaws in the building design or construction.
6. Negligence, accidents, misuse, abuse or intentional acts.
7. Any failure of the egress window itself and any damages resulting from such failures including but not limited to damages resulting from leakage of the window or the opening in the wall into which the window was installed.
8. Any damages resulting from any other cause not involving manufacturing defects in material.
9. The products are not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, or normal weathering (including snow) resulting from exposure to the elements.
10. Costs of all labor required to install replacement products or to remove and dispose of any damaged product.
11. Costs of any repairs or replacements performed without Mar-flex written consent.
12. Costs associated with any unsatisfactory condition or appearance resulting from the homeowner's neglect or failure to properly maintain the product(s).
13. Costs associated with or any unsatisfactory condition or appearance related to the treads affixed to the steps of the product.
14. Costs of shipping any repaired product between the homeowner's location and Mar-flex.

CONSUMER REMEDIES:

In the event the covered window well contains defects covered under this five year warranty, then Mar-flex's liability shall be limited to either (1) replacing the window well at the option of Mar-flex (not including labor and any other costs to remove and reinstall the defective window well, including repair, replacement or restoration of any landscaping or shipping costs; or (2) refund up to a maximum of $715. This is the sole and exclusive remedy provided to the original consumer purchaser.

NO LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES:

To the maximum extent permitted by applicable law, in no event should Mar-flex be liable for any other damages whatsoever including without limitation, special, incidental, consequential or indirect damages) arising out of the use or inability to use this product. In any case, Mar-flex's entire liability under any provision of this agreement shall be limited to the replacement costs or furnishing a replacement window well as described above. 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.

NO OTHER WARRANTIES:

To the maximum extent permitted by applicable law, Mar-flex disclaims all other warranties, express or implied including but not limited to implied warranties or merchantability and fitness for a particular purpose. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE OF WARRANTY COVERAGE:

If a defect is discovered or occurs in a window well, written notice of the defect, proof of window well purchase, and proof of property ownership must be sent by a consumer to Mar-flex at its office located at 500 Business Parkway, Carlisle, Ohio 45005 within thirty (30) days of discovery of the defect. In no event shall consumer return the window well to Mar-flex without Mar-flex agreeing to the return in writing. Marflex will not be liable for any window wells repaired or replaced without its written consent.

No representative, employee or agent of Mar-flex, or any other person has the authority to assume for Mar-flex any additional liability or responsibility in connection with the warranty described above. This warranty is the sole and exclusive remedy of the buyer or consumer against Mar-flex and is governed by the laws of the State of Ohio and all claims must be made in the State of Ohio, County of Hamilton.

Egress Window

BOMAN KEMP MFG.
April - 2002

LIMITED WARRANTY
"Basement Window Systems"

1. Boman Kemp warrants to the original purchaser that the purchased Boman Kemp product and/or products shall be free from defects in material and workmanship under normal use and service for 1 year after the date of purchase.

2. Boman Kemp's obligation under this warranty is limited to repairing or replacing any product and/or products that proves defective during the warranty period.

3. This warranty does not cover:
   - Freight, labor or other expenses incurred in removing or reinstalling any product claimed under this warranty for repair or replacement.
   - Repair of damage or defects caused by accident, misuse, intentional damage, and vandalism, acts of god or other causes beyond the control of Boman Kemp.
   - Repair of damage or defects caused by improper service or attempted repairs, by other than authorized Boman Kemp Service Center or Service Centers approved by Boman Kemp.
   - Normal maintenance of the product and/or products.
   - Loss of time, inconvenience, loss of use or other consequential damages.

BOMAN KEMP MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED BOMAN KEMP'S AFORESAID OBLIGATIONS ARE HEREBY DISCLAIMED BY BOMAN KEMP AND EXCLUDED THIS WARRANTY IS THE SOLE EXPRESS WARRANTY COVERING THE PURCHASE PRODUCTS AND BOMAN KEMP HAS NOT AUTHORIZED ANY PERSON, REPRESENTATIVE OR SALES OUTLET TO MAKE ANY OTHER WARRANTY FROM THIS WARRANTY.