

# STYX™ Material Warranty

This warranty includes STYX™ and STYX installation rails (“STYX Systems” or “Products”), CS Quick Lock™ fasteners, and other CS supplied product components (collectively “CS System Accessories and Assemblies” or “Components”).

## STYX Systems (2) Year Warranty

Construction Specialties, Inc. (“CS”) hereby warrants to purchasers of STYX Systems that such Products sold by it shall be free of defects in materials or factory workmanship and have a two (2) year Warranty (“Warranty”) when properly handled, stored, installed, and maintained. If a valid claim for a defective Product covered by this Warranty is made to CS, CS will, at its option, either replace or repair the Product that proves defective by reason of improper factory workmanship by CS or defects in materials free of charge. Subject to the conditions set out below, this Warranty shall extend for two (2) years following the date of the Product’s purchase from CS. For purposes of this Warranty, the purchase date is the date of CS shipping the Product.

## CS System Accessories and Assemblies Limited Lifetime Warranty

Construction Specialties, Inc. (“CS”) hereby warrants to purchasers of its CS System Accessories and Assemblies that such Components sold by it shall be free of defects in materials or factory workmanship and have a Limited Lifetime Warranty (“Warranty”) when properly handled, stored, and installed. If a valid claim for a defective Component covered by this Warranty is made to CS, CS will, at its option, either replace or repair the component that proves defective by reason of improper factory workmanship by CS or defects in materials free of charge. Subject to the conditions set out below, this Warranty shall extend for the lifetime of the Component following the date of their purchase from CS.

**CS shall not be responsible or liable for consequential or incidental damages resulting from any defect in the Product or Component supplied or any damages caused by its installation.**

In the event of a claimed defect, CS shall repair and/or replace the defective Product or Component, provided the following conditions have been satisfied:

1. CS is notified in writing that the Product or Component is defective and is provided with specific details stating the nature of the claimed defects within a reasonable time following discovery of the defect.
2. CS, its agents and employees are permitted access to examine the Product or Component after notification so that the cause of the problem can be determined, and repairs or replacements made.

## EXCEPTIONS

Excluded from the terms of this limited warranty are the following:

1. CS shall not be liable or responsible for consequential or incidental damages for any reason including but not limited to damages caused by unusual, extraordinary or unforeseen conditions, including accidents, acts of God and/or other occurrences beyond the control of CS, including explosions, fire, riots, civil unrest, pandemic, and acts of war.
2. CS shall not be liable or responsible for damages, abnormalities, or imperfections resulting from improper storage, improper use/maintenance/cleaning, or improper installation of Products or CS System Accessories and Assemblies.
3. Normal wear and tear, including dents, mars or abrasions, or other variations of normal wear and tear as related to the inherent characteristics of the material attributes of the Products or Components.
4. Products or Components that have been discontinued by CS.

Any repair work or alteration of the Product or CS System Accessories and Assemblies not done under the supervision or subject to the approval of CS, shall void this Warranty and any liability thereunder.

THIS EXPRESS WARRANTY CONSTITUTES THE ENTIRE OBLIGATION OF CS AND THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. LIABILITY IS LIMITED TO THAT SET FORTH HEREIN AND CS SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION, REMOVAL, OR REINSTALLATION COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY.

This Warranty shall become effective only upon CS’s receipt of full and undisputed payment.