

Metroseal and Super Erecta Pro® —Standard Limited Warranty

InterMetro Industries Corporation (hereinafter, “Metro”) warrants its Metroseal 3™, Metroseal Gray, and Super Erecta Pro™ (hereinafter, “Product”) to be free from defects in materials and workmanship for a period of one (1) year from Product ship date. The Product also carries a warranty against corrosion and rust formation for the following period of time from Product ship date:

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|---------------------------------|--------------------|
| Metroseal Epoxy-Coated Shelves: | Twelve (12) Years |
| Metroseal Epoxy-Coated Posts: | Twelve (12) Years |
| Super Erecta Pro Shelf Frames: | Fifteen (15) Years |
| Polymer Shelf Mats: | Lifetime |

Resolution Procedure

If within thirty (30) days after Customer’s discovery of any warranty defects within the warranty period, Customer shall promptly notify Metro in writing of the nature of the defect, or shall notify Metro of the nature of the defect through Metro’s Customer Service offices via telephone at **1-800-992-1776** or as specified at www.metro.com. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer’s claim for such defects.

Metro may request Customer collaboration and assistance during diagnosis to resolve the Customer’s warranty claim. If Metro determines that an on-site inspection of the Product is required Customer shall allow Metro (i) full and free access to the Product at a time mutually agreeable to Metro and Customer, and (ii) full and free access to the Customer’s facility where the Product is located.

If Metro determines that the Product is covered under this standard warranty then it is within Metro’s sole discretion to determine how to best address a customer’s warranty issues. If Metro can determine a solution, any necessary parts will be shipped to the Customer at Metro’s expense and a Return Merchandise Authorization (“RMA”) may be issued, if necessary. Returns including disassembly and subsequent reassembly become the responsibility of the owner of the initial installation. If at any time during the warranty period, a customer submits a warranty claim where the Product is later found not to be defective, any on-site service calls and/or replacement Product will be charged to the customer at Metro’s then-prevailing prices/rates.

Replacement Parts and RMA Policy

If Metro issues a RMA to the Customer then all parts specified on the RMA must be returned to Metro with shipping expense to be paid by Metro. Any parts not returned to Metro will be paid for, in full, by the customer. Collect shipments will not be accepted. Metro shall be deemed the owner of all removed and repaired Metro furnished parts from the Product. Product repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the warranty period or ninety (90) days, whichever is longer.

What is Covered

Components covered under the defect and workmanship warranty include shelves, posts, casters and accessories. Components covered under the rust formation warranty include shelves and posts only.

Warranty Exclusions—What is Not Covered

This Limited Warranty does not cover damage, defects or operational malfunction of the Product due to or caused by accident, abuse, misuse, neglect, loss, failure to follow proper use and installation instructions, unauthorized service, repair or installation of the Product, usage of parts or components not supplied by Metro, failure to follow cleaning and storage guidelines, unauthorized changes or alterations to the Product, shipping damage (other than during original shipment from Metro), failure to perform maintenance, or damage caused by other external causes not the fault of Metro.

Cleaning and Storage Guidelines: Metroseal Shelves and Posts (Green, Gray)

The shelves and posts must be cleaned with mild detergents. The use of any abrasive materials and stiff brushes or scrapers will void this warranty, as will physical damage rupturing the coating, or sustained exposure to corrosive substances and vapors. Fracturing, chipping or otherwise damaging the finish will also void this warranty. Customer agrees to use only cleaners that are recommended for use on epoxy coated steel, and will follow any special instructions from the cleaner manufacturer. Warranty

applies when shelves and posts have been used continuously within a temperature range from -20° F to +120° F (-29°C to +49°C).

Cleaning and Storage Guidelines: Super Erecta Pro

The shelves and posts must be cleaned with mild detergents. The use of any abrasive materials and stiff brushes or scrapers will void this warranty, as will physical damage rupturing the coating, or sustained exposure to corrosive substances and vapors. Fracturing, chipping or otherwise damaging the finish will also void this warranty. Customer agrees to use only cleaners that are recommended for use on epoxy coated steel (for the shelf frames and posts) or polypropylene (for the shelf mats), and will follow any special instructions from the cleaner manufacturer. Warranty applies when shelves and posts have been used continuously within a temperature range from -20° F to +120° F (-29°C to +49°C).

This limited warranty is extended only to the original end user, is non-transferable and terminates if the original purchaser transfers the Product to another person or entity. For this warranty to be valid, the Product must have been purchased directly from Metro or from an authorized representative of Metro. Proof of original ownership may be required.

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, OR REFUND OF THE ORIGINAL PURCHASE PRICE FOR THE PRODUCT. The limit of the liability of Metro to repair the Product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Product or a refund of the original purchase price of the Product. The decision regarding repair or replacement of the Product or refund of the original purchase price shall be at the sole discretion of Metro.

No Other Express Warranty Applies

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. METRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, WHETHER OR NOT THE PRODUCT HAS BEEN DISCLOSED AND WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR PURPOSE OR USE. No employee, agent, dealer, or other person is authorized to alter this limited warranty or make any other warranty on behalf of Metro. The terms of this limited warranty shall not be modified by Metro, the original owner of the Product, or their respective successors or assigns. The terms of this limited warranty are subject to change without notification.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL METRO BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE PRODUCT OR METRO’S NEGLIGENCE. METRO SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL METRO’S LIABILITY TO BUYER, ITS CUSTOMERS OR ANY OTHER PERSON EXCEED THE PRICE PAID BY THE ORIGINAL OWNER OF THE PRODUCT. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital, cost of replacement equipment (temporary or permanent), costs of time, loss or damage to property, including the claims of any third party.

In states/provinces that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitation of incidental and consequential damages, the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state/province laws.

