

■ Archatrak Warranty | FRP Grating Panels

LIMITED WARRANTY

Warranty Period & Coverage

Archatrak Inc. (hereinafter referred to as “Archatrak”) warrants to the original purchaser that its Fiber Reinforced Plastic (FRP) Grating Panels shall be free from material defects in workmanship and materials for a period of three (3) years from the date of original purchase, under normal use and service condition. Defects are defined as imperfections that impair the utility of the product for its normally accepted purpose. Claims concerning any obvious defects in any grating panels must be communicated to Archatrak before the grating panels is installed.

Warranty Claims

If a defect appears within the warranty period, you must notify Archatrak in writing by sending a description of the claimed defect together with proof of purchase to the following address:

Archatrak Inc., 1288 N 14th Ave., NM Unit 105, Bozeman MT 59715

After confirmation by an authorized Archatrak representative of the defect, Archatrak sole responsibility shall be, at its option, to either replace the defective item or refund that portion of the purchase price paid by you for the defective item (not including the cost of its initial installation).

Exclusions

This warranty shall not cover and Archatrak shall not be responsible for costs and expenses incurred with respect to the removal of defective Archatrak products or the installation of replacement materials, including but not limited to, labor and freight. Archatrak does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to:

- Improper installation of the FRP grating panels including inadequate support and/or failure to abide by Archatrak’s installation guidelines.
- Movement, distortion, collapse or cracking of the supporting structure on which the FRP grating panels are installed.
- Color variations or normal pigmentation fading due to exposure to sunlight.
- Abnormal stress imposed on the FRP grating panels within ordinary use or in situations that do not comply with commonly accepted use of the grating panels.
- Installation of the FRP grating panels in locations or for purposes that are deemed to be unsuitable by Archatrak.
- Defacing caused by foreign objects or materials.
- Mechanical or manual abrasion and abusive alteration.
- Damages resulting from improper storage, installation, or workmanship not in accordance with recognized standards of construction or standard industry practice.
- Any act of God (such as flood, hurricane, earthquake, lightning, fire, et al), environmental conditions, damage or staining from foreign substances (such as chemicals et al).
- Ordinary wear and tear.

Limitations

You are solely responsible for determining the effectiveness, fitness, suitability and safety of the FRP grating panels in connection with their use in any particular application. No person or entity is authorized by Archatrak to make any statement or representation as to the quality or performance of Archatrak products other than as contained in this warranty and Archatrak shall not be bound by any such statements or representations. This warranty may not be altered or amended except by means of a written document signed by both Archatrak and yourself.

This warranty is a limited warranty and shall constitute the full extent of Archatrak’s liability on its warranty. This warranty is in place of all other warranties, expressed or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

Under no circumstances will Archatrak be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application. Archatrak’s liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.