



NON-COMBUSTIBLE PAVER SUPPORTS

LIMITED WARRANTY

Archatrak warrants that adjustable non-combustible steel paver supports sold by us under the brand name "Incendio" will remain free from manufacturing defects for a period of three (3) year from date of purchase.

If any manufacturing defect should become evident within the specified warranty period, Archatrak will replace the defective paver support(s) free of charge.

Archatrak shall not be responsible for labor charges incurred for installing replacement paver supports and such charges are excluded from this warranty. Archatrak will also not be responsible if any pedestal support is installed with a visible manufacturing defect.

Because specific installation details, structural design and environment conditions are outside our control, 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:

- Abnormal stress imposed on the pedestal supports within ordinary use or in situations that do not comply with commonly accepted use of the pedestal supports.
- Installation of the pedestal supports in locations or for purposes that are deemed to be unsuitable by us.
- Defacing caused by foreign objects or materials.
- Damages resulting from improper installation or workmanship not in accordance with Archatrak's instructions or standard industry practice.
- Visible surface rust excepting where any corrosion of the paver supports can be demonstrated to have contributed to structural failure or impaired structural performance of the steel paver supports.

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.

To make claim under this warranty, Archatrak must receive notification of the claim as soon as reasonably possible, but in no event later than one year after the pavers have been installed.

You must notify us in writing by sending a description of the claimed defect together with proof of purchase to the following address:

Archatrak,
1001 West Oak St. Suite 101
Bozeman MT 59715

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.

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Archatrak
2 Wisconsin Circle, Suite 700
Chevy Chase MD 20815

Tel: 866 206 8316
sales@archatrak.com
www.archatrak.com