

Interlake Mecalux, Inc. Warranty Statement

A. Warranty period shall run from the earlier of (i) written acceptance, (ii) if Interlake Mecalux, Inc. is not installing the Goods, then 15 days after delivery, (iii) if Interlake Mecalux, Inc. is installing the goods, then 15 days after Interlake Mecalux Inc.'s notice that it has substantially completed installation (or after delivery if installation is delayed by causes other than Interlake Mecalux, Inc.), or (iv) commencement of beneficial use of the Goods. Interlake Mecalux, Inc. warrants that from the start of warranty period and for the following 12 months, the storage rack Goods will be free from defects in workmanship and materials if properly used and maintained by Customer.

B. The warranty will not apply to the Goods if, in the reasonable judgement of Interlake Mecalux, Inc., it is altered or replaced by non-Interlake Mecalux, Inc. personnel, combined with non-Interlake Mecalux, Inc. equipment, or subjected to misuse (such as, but not limited to, overloading, exposure to corrosive or abrasive substances or abnormal dampness), neglect, accident, inadequate maintenance, or a use not in accord with instructions furnished by Interlake Mecalux, Inc., and the warranty will not apply to any part of the Goods which has been furnished by Customer. (The warranty applicable to components purchased by Interlake Mecalux, Inc. will be limited to the warranty given by Interlake Mecalux, Inc.'s supplier in each instance, and will not exceed the warranty stated herein).

C. During the applicable warranty period, Interlake Mecalux, Inc. will repair or replace any defective parts covered under the warranty, only if Interlake Mecalux, Inc. is given written notice specifying the particular defect within 15 days after the date that such defects were discovered or should have been discovered (and in any event not more than 15 days after the last day of the warranty period stated above), and Interlake Mecalux, Inc.'s examination confirms the claim to its satisfaction. Warranty service is provided only on a return basis to Interlake Mecalux, Inc.'s plant. Return freight to Interlake Mecalux, Inc. must be paid by Customer; delivery of repair or replacement parts will be paid by Interlake Mecalux, Inc. No goods or component may be returned to Interlake Mecalux, Inc. without prior return authorization, and the return package must prominently bear an RGA# provided by Interlake Mecalux, Inc., will be paid for by Customer. Repaired or replaced parts are individually warranted only for the balance of the agreed upon warranty.

D. This warranty does not cover preventative maintenance or inspection; these services may be provided as part of a separate maintenance contract or on a fee basis.

E. Interlake Mecalux, Inc. reserves the right to make changes in its own equipment and designs at any time, without incurring any obligation to make the same or similar changes to Goods sold to Customer.