

SUPERIOR WALLS BY: COLLIER FOUNDATION SYSTEMS, INC. LIMITED WARRANTY

SUPERIOR WALLS FIFTEEN-YEAR (15) LIMITED WARRANTY

Superior Walls By Collier Foundation Systems, Inc. ("Seller") warrants its Superior Walls foundation for fifteen-years (15) from the date of installation to be free of defects in workmanship and materials, as well as sidewall groundwater penetration, as set forth herein. This warranty is contingent upon compliance with the procedure set forth in the Superior Walls published Builder Guideline Booklet (including building code specifications for perimeter drain placement and site grading) and the Homeowner Guide (located inside the Builder Guideline Booklet).

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the product manufactured by or for Seller that can be identified by the "Superior Walls" trademark, trade name, or logo affixed to it. Seller is not responsible for damage arising from failure to follow procedures, relating to the use of Superior Walls, set forth in the Superior Walls published Builder Guideline Book.

This warranty does not apply to damages and/or claims resulting from: (a) damage caused by failure to follow proper Superior Walls building procedures outlined in the Superior Walls Builder Guideline Booklet; (b) damage caused by accident, abuse, misuse, flood, fire, any acts of God, mine subsidence or other external causes; (c) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Seller; (d) any damage of personal items or affects related to any problem with Superior Walls; (e) a product or part that has been modified to alter functionality or capability without the written permission of Seller; (f) water flowing /seeping above and or below the Superior Walls Foundation System; (g) after-market non Superior Walls' products and or services provided by or for Seller; (h) any foundation not paid in full, including the balance of the contract plus any and all finance charges applied to your account.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF MATERIALS OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HERewith INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF MATERIALS, WHETHER MADE BY SELLER, ITS EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY THE SELLER FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF THE SELLER WHATSOEVER.

IN NO EVENT WILL THE TOTAL LIABILITY OF THE SELLER HEREUNDER, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR MATERIALS WHICH ARE THE SUBJECT OF A SPECIFIC CLAIM. SELLER'S ONLY OBLIGATION SHALL BE TO REPLACE SUCH QUANTITY OF THE MATERIALS AS IS PROVEN DEFECTIVE.

IN NO EVENT WILL THE SELLER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO ANY PARTY WITH WHOM CUSTOMER CONTRACTS, FOR ANY INJURIES OR DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS EVEN IF SELLER HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES.

OBTAINING WARRANTY SERVICE

It shall be customer's responsibility to promptly contact Seller and provide us digital pictures of the nature of the defect in writing, and in no event later than 30 days after such defect is, or ought to be, discovered. Unless necessary to prevent imminent additional damage, no repairs should be attempted by customer or its contractors, and in no event will Seller reimburse customer for any such charges or assume any responsibility or obligation relative to the corrective measures taken. Rather, in the event that Superior Walls By Collier Foundation Systems, Inc. determines that the product is defective, Superior Walls By Collier Foundation Systems, Inc. will, at its sole and exclusive option, repair, replace, or re-install the defective product at our cost. If customer refuses the remedial option elected by Seller or if customer proceeds with repairs by an unauthorized third party, this Limited Warranty shall be null and void and Seller shall be released of all liability hereunder. This Limited Warranty is governed by the laws of the Commonwealth of Pennsylvania and venue lies in the Court of Common Pleas of Allegheny County, Pennsylvania.

To report a warranty issue, please contact 1-888-817-5537 or 1500 Ellsworth Ave Suite 210 Heidelberg, Pa. 15106.



Register Your Limited Warranty Online: WWW.SUPERIORWALLSPA.COM