

### SUPPLEMENTARY PRODUCT TERMS & CONDITIONS

Supplementary Terms and conditions are in addition to the General Terms and Conditions; in the event of any conflict, the Supplementary Terms take precedence over the General Terms.

### LIMITED 1 YEAR WARRANTY

CALCTRA warrants its products sold directly from CALCTRA to be free from defects in materials and workmanship for 1 year from the date of installation. This warranty applies only to the original purchaser.

CALCTRA will, at its discretion, repair or replace with a comparable product, at no cost, any CALCTRA product or component manufactured on or after July 1, 2023, that fails under normal commercial use and in accordance with this warranty. For products manufactured before this date, contact the sales department [salesinfo@calctra.ca.gov](mailto:salesinfo@calctra.ca.gov).

### LIMITATIONS TO THE WARRANTY INCLUDE:

- Wiring
- Piping and duct work in electrical
- Plumbing
- Heating, cooling, ventilating, and mechanical systems
- Columns
- Ceiling Joists
- Roofing
- Floors
- Beams
- Load bearing interior and exterior walls and partitions
- Girders
- Headers

### CALCTRA DOES NOT WARRANT

- Nominal or normal deterioration resulting from wear and exposure, including normal wear and tear such as dents, nicks, scratches, fading, discoloration due to sunlight, or improper maintenance.
- Any damage caused by improper treatment or use of the product, including exposure to unusual or extreme environmental conditions such as extreme temperatures, humidity, acids, or moisture.
- Any warranty or claim regarding the matching of colors, grains, or textures.
- Products not used, installed, or maintained in accordance with applicable product specifications, instructions, or warnings.
- Consumable items, including but not limited to batteries, bulbs, lamps, and ballasts.
- Failures resulting from negligence, abuse, alteration, accident, or misuse.
- Modifications, attachments, or repair methods not approved by CALCTRA.
- Damage caused by markings or staining, or by sharp objects or imprinting from instruments.

## CALCTRA Supplementary Manufactured Buildings Terms & Conditions

- A product will not be considered defective, and CALCTRA will not be obligated to replace it when not installed properly or used in a “non-standard” fashion. It is at the sole discretion of CALCTRA to decide if a defect is due to improper product installation or reconfiguration.

### **LIMITATIONS**

CALCTRA makes no other warranties, express or implied, other than those set out here. This warranty will be in lieu of all warranties of fitness and in lieu of the warranty for merchantability.

In no event shall CALCTRA be liable in contract or in tort (including, without limitation, negligence, strict liability or otherwise) economic losses of any kind; or for any special, incidental, indirect, consequential, special, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, this warranty, even if CALCTRA could foresee or has been advised of the possibility of such damages.

### **EXCLUSIVE REMEDIES**

In case of breach of warranty or any other duty related to the quality of the products delivered by CALCTRA, Customer shall promptly notify CALCTRA to make such product available for correction. CALCTRA will, at its sole discretion, repair or replace the defective product. If CALCTRA determines that a defective product cannot be repaired or replaced within a reasonable period of time, the customer will receive a reduction in the price or, in the case of serious defects, a refund of the price that the customer actually paid to CALCTRA for such product. The foregoing are the Customer's exclusive remedies for breach of warranty or any other duty related to the products sold by CALCTRA.