



LIMITED WARRANTY

Subject to the terms and conditions specified in this Limited Warranty, US Premier Tube Mills LLC ("USPTM") warrants to the original customer ("Customer") that all galvanized tube and pipe products manufactured by USPTM will be free from defects in material and workmanship for three (3) years from the date of purchase under normal and proper usage. In addition, USPTM warrants to Customer that all Color Coat products will not fade, flake, crack or craze for a period of fifteen (15) years from date of purchase under normal and proper usage. To make a warranty claim, Customer must provide written notice (with the details noted below) to USPTM within three years of the purchase of the galvanized product or within fifteen (15) years of the purchase of the Color Coat and Customer must provide USPTM with a reasonable and timely opportunity to inspect such product and take samples after such claim has been presented. Customer's written notice of the warranty claim shall include a description of the alleged defect and when it was first observed, shall include a proof of purchase and photographs of the alleged defect. No product shall be returned to USPTM unless authorized in writing by USPTM to Customer.

Should the products be improperly used or installed, USPTM shall not be responsible for the performance, wear or appearance of the products. This warranty does not cover failure or damage due to improper use, storage, handling, application or installation, abuse or misuse, vandalism or acts of God. USPTM reserves the right to inspect the products and to take samples to determine validity of the claim. Normal and proper usage does not include damage caused by installation within 1 mile of coastland, impact, physical damage, abrasion, landscape damage or residue, or exposure to acid rain, corrosive chemicals, abnormally high levels of airborne pollutants, or salty environments. Exposure of the fence products to salt or other corrosive products voids this warranty.

If Customer's warranty claim is deemed timely and valid by USPTM pursuant to the terms of the limited warranty set forth above ("Valid Claim"), then USPTM will at its option either: (i) provide replacement product for that portion of the product covered by the Valid Claim or (2) provide Customer with credit for that portion of the product covered by the Valid Claim pro-rated to the remaining time of the guarantee period for such product. If replacement product is provided by USPTM, the replacement product is warranted for the remainder of the original warranty period of the original product. In any event, USPTM is not responsible for any labor, shipping costs and other costs associated with the removal, replacement or installation of the original or replacement products.

The foregoing Limited Warranty constitutes the complete and exclusive warranty by USPTM and the entire liability of USPTM for its product and is in lieu of all other warranties, whether written, oral, implied or statutory. THERE ARE NO WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BEYOND THE PROVISIONS OF THE EXPRESS LIMITED WARRANTY ABOVE. REGARDLESS OF WHETHER A CLAIM IS MADE BASED ON BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE, IN NO EVENT SHALL USPTM BE LIABLE FOR ANY DAMAGES WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH, THE MATERIALS SOLD TO CUSTOMER IN EXCESS OF THE PRICE FOR SUCH MATERIALS AND IN NO EVENT SHALL USPTM BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ECONOMIC LOSS, REPLACEMENT COSTS, HANDLING, INSTALLATION OR LABOR IN MAKING SUCH REPLACEMENT OR REPAIR, OR ANY OTHER SPECIAL OR INDIRECT LOSS, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO EXPENSES INCURRED IN INSPECTION, RECEIPT, TRANSPORTATION, STORAGE, CARE OR CUSTODY OR EXPENSES INCURRED IN CONNECTION WITH EFFECTING COVER.