



PREFERRED CONTRACTOR LABOR WARRANTY

Feeney, Inc. ("Feeney") warrants to the original purchaser that subject to the terms and conditions set forth in its product warranties, the CableRail and DesignRail® products, including all parts and components thereof (collectively, the "Product") will: (i) meet the performance criteria outlined in the published specifications; and (ii) be free from manufacturing defects in material and workmanship under normal use, conditions, installation and maintenance instructions. In the event of a claim due to defects in material and workmanship which result in the replacement or repair of a defective part or component, Feeney shall refund the related labor cost, not to exceed fifteen dollars (\$15.00) per lineal foot, as the exclusive and sole labor remedy. This warranty covers the Product which has been registered and only the specific work performed by a Feeney accredited contractor ("Preferred Contractor") and shall be valid for a period of two (2) years from the date of purchase (the "Labor Warranty"). Further information regarding registration is available at https://feeneyinc.com/product_registration/.

THIS LABOR WARRANTY IS THE SOLE AND EXCLUSIVE LABOR WARRANTY FOR THE PRODUCT. FEENEY MAKES NO OTHER LABOR WARRANTIES OTHER THAN THOSE SET FORTH IN THIS WARRANTY, AND THESE LABOR WARRANTIES ARE IN LIEU OF ALL OTHER LABOR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT, EXCEPT AS PERMITTED UNDER APPLICABLE LAW. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, FEENEY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND ANY AFFILIATED COMPANIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE PRODUCT OR FOR ANY OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF PROPERTY, PERSONAL INJURY, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS. FEENEY'S SOLE LIABILITY WITH RESPECT TO LABOR-RELATED COSTS FOR THE DEFECTIVE PRODUCT SHALL NOT EXCEED FIFTEEN DOLLARS (\$15.00) PER LINEAL FOOT. ANY REPLACEMENT PARTS USED OR PROVIDED BY FEENEY WILL BE WARRANTED FOR THE REMAINDER OF THE WARRANTY PERIOD OR NINETY (90) DAYS, WHICHEVER IS LONGER.

No person or entity is authorized to make any other warranties, express or implied, relating to the Product, including but not limited to any Feeney employees, contracted salespeople or customer service representatives; designers or specifiers; engineers or architects; electricians or installers; and retail or wholesale locations selling the Product. No modification of this Labor Warranty is allowed without Feeney's express written approval.



PREFERRED CONTRACTOR LABOR WARRANTY

EXCLUSIONS: This Labor Warranty does not cover, and Feeney assumes no responsibility or liability for damages or injury arising from, caused by or related to:

- (a) Use, care, maintenance and handling of the Product, including without limitation, use of the Product with any product or system not designed, produced or manufactured by Feeney or otherwise designated by Feeney in writing as being compatible with the Product;
- (b) Failure to observe any safety procedures or precautions in the use, care and handling of the Product;
- (c) Installation, removal, shipping or other labor costs and expenses of the Product, including without limitation, installation of the Product on, to, or with any products or systems not designed, produced or manufactured by Feeney or otherwise designated in writing by Feeney as being compatible with the Product;
- (d) Any Product whose identifying marker, has been altered, tampered with, defaced or removed;
- (e) Any Product that has been subject to improper or incorrect maintenance or repair;
- (f) Any Product that has been damaged by negligence, accident, mishandling, abuse, faulty installation, or has otherwise been maintained, handled, or operated inconsistent with or in contravention with the procedures described in the installation and maintenance instructions or in violation of the Product specifications or local building codes;
- (g) Any Product that has been purchased or acquired from a party other than Feeney or its authorized dealer;
- (h) Product that has been purchased through an inventory clearance or liquidation sale or other sale in which Feeney expressly disclaims its warranty obligation pertaining to such Product;
- (i) The ordinary wear and tear of the Product; or
- (j) The condition of the Product caused by or resulting from weathering, scratching, discoloration, tarnishing or performance caused by exposure to corrosive elements or atmospheric contaminants such as salt spray, salt air, chemicals, and pollution, vandalism, surface oxidation, settlement, structural shrinkage, distortions or expansions of the property or structures on property on which the Product is installed, affixed or otherwise placed, fire, flood, acts of God or other causes beyond the control of Feeney. Discoloration of the Product shall not be considered a defect covered by this Labor Warranty.

Ownership Upon Replacement or Refund of Product: In the event the Product is exchanged or replaced, the replacement item becomes the property of the original purchaser, and the replaced Product shall become the property of Feeney upon replacement.



PREFERRED CONTRACTOR LABOR WARRANTY

Procedure for Submitting Claim and Returning Defective Product: Upon discovery of any defect in the Product to which this Labor Warranty applies, original purchaser shall notify Feeney in writing, at the address set forth below, of such defect, which such writing shall set forth, in detail, the nature and scope of the defect claimed and shall be accompanied by a copy of the original receipt or invoice for the Product. In addition, original purchaser shall contact Feeney for specific instructions regarding the return of any Product and shall thereafter deliver such defective Product pursuant to Feeney's instructions, freight prepaid, in either its original packaging or packing providing an equal degree of protection. Feeney reserves the right to inspect the Product for which a claim is being made hereunder upon receipt of the written notice described herein. Unless otherwise provided in writing by Feeney, written notice of any defect under this Labor Warranty shall be addressed to Feeney as follows:

Feeney, Inc.
2603 Union Street
Oakland, California 94607
ATTN: Warranty Claims

No Transfer: This Labor Warranty may not be assigned or otherwise transferred, in whole or in part, by original purchaser without the prior written consent of Feeney, which consent shall be given in Feeney's sole and absolute discretion.

Severability: If any term or provision herein shall to any extent be held invalid or unenforceable, the remaining terms and provisions herein shall be valid and enforced to the fullest extent permitted by law.

Governing Law. This Labor Warranty shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to its conflict of law principles.

Further information regarding warranty and care is available at <http://www.feeneyinc.com/Warranty-and-Care>. Questions or concerns regarding the Product or this Labor Warranty shall be made to Feeney by phone at (800) 888-2418 or by facsimile at (510) 893-9484.