



## Atlas Bolt & Screw Company LLC

### Limited Warranty

Atlas Bolt & Screw Company LLC (Atlas) warrants that during the Warranty Period the respective Products set forth below against Corrosion Failure and Structural Failure, provided that the Products are installed (a) within the United States of America, Canada or Mexico, (b) in an appropriate application for such Product, and (c) into an environment that has a consistent, standard atmospheric conditions that are not overly corrosive.

As used in this Limited Warranty, "Corrosion Failure" will be deemed to have occurred when there is red rust on the head of the fastener equal to at least 15% of the surface area of the exposed head, and "Structural Failure" will be deemed to have occurred when the fastener will no longer retain the sheet to the structure due to the failure of the fastener.

This Limited Warranty is void if the Corrosion Failure or Structural Failure of a Product occurs as a result of any of the following:

- Products used in buildings or sites located in the vicinity of a tidewater or chemical plant;
- Product exposure to conditions including, but not limited to, corrosive, chemicals, ash, fumes or condensates or any harmful substance generated within or about the building(s) or fixture(s) to which the Product as been applied;
- Product exposure to external forces including, but not limited to, falling objects, materials supplied by other vendors, explosions, implosions, fires, riots, civil unrest, acts of war, fallout, improper job-site storage or in-transit handling;
- Product exposure to an act of God or natural disaster including, but not limited to, lightning, fire, hail, flood, ice, earthquake, hurricane, tornado, or windstorm; or
- Faulty or improper selection or usage of Products including use outside of Product specifications, faulty or improper installation, alteration, negligence, or failure to provide free drainage of water from the installed fasteners.

Notification of a claim under this Limited Warranty must be submitted in writing within 30 days after the discovery of the warranted issue to Atlas at 1628 Troy Road, Ashland, Ohio 44805. Upon such notification, Atlas will examine, or cause to be examined the fasteners in question, without unreasonable delay.

Atlas shall exclusively determine if a claim is valid within the terms of this Limited Warranty. If Atlas has determined a claim is valid it will supply replacement fasteners of like quality at no charge. In no event shall Atlas be liable for removal costs, installation costs or damages associated with the claim. You shall be solely responsible to satisfy yourself that the Products are suitable for any application for which they are to be used before the Products are incorporated into such application. Atlas shall have no liability in this regard.

Products manufactured by a third party (Third Party Products) may be contained in, attached to, marketed with or packaged together with the Products. For the avoidance of doubt, Third Party Products are not covered by this Limited Warranty.

This Limited Warranty applies only to the original purchaser of the Product from Atlas and is not transferable or assignable. Only verified claims from the original will be considered.

THE REMEDY AND LIMITED WARRANTY DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

UNDER NO CIRCUMSTANCES SHALL ATLAS BE LIABLE TO ANY PERSON OR ENTITY FOR DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, COST OF SUBSTITUTE PRODUCTS, LOSS OF USE, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS EVEN IF ATLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ATLAS'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE AFFECTED PRODUCT OR PORTION THEREOF.

**Products Covered under Limited Warranty**

| <b>Product</b>                                 | <b>Warranty Period (measured from date of purchase)</b> |
|--|---|
| 304, 18-8, 302 stainless steel (HT3) fasteners | 20 years  |
| Carbon and 410 Stainless screws                | 12 years  |
| Long Life (Ultimate) screws red rust warranty  | Life of building  |
| Long Life (Ultimate)screws structural          | 12 years  |

Warranty effective date 4/15/2025