

Crow Works warrants to you, as the original purchaser, that at the time of delivery the Goods shall conform to the specifications set forth in the applicable Quote or Confirmation, and if no such specifications exist, Crow Works' published specifications for such Goods (the "Specifications"), which Specifications are incorporated herein by this reference, and that the Goods are and shall remain free from material Defects in material and workmanship for a period of one year from shipment if properly stored, handled, assembled, maintained and used under normal conditions. For the purpose of this warranty, "Defects" are defined as imperfection in material or workmanship that will materially impair the use of the applicable Goods. Crow Works' limited warranty does not cover or apply to and in no event shall any repair, replacement or refund or credit be provided in the event of any of the following: 1) normal wear and tear; 2) defects occurring to the Goods after purchase, including without limitation defects due to any modification, intentional damage, accident, misuse, abuse, or negligence; 3) defects caused by improper storage, handling, assembly, maintenance or use, including without limitation use or storage in areas of high or low humidity, or failure to strictly follow the then current Crow Works' care and use instructions posted on Crow Works' website or as otherwise may be made available from time to time; 4) labor or assembly; 5) variations of color or texture in our Goods, including without limitation variations at the time of purchase or occurring over time in materials, such as color or texture, knots in wood, high contrast in material related to wood species or concrete, variations in color and other visual aspects of concrete, cracks in concrete, gaps or holes in concrete; 6) chips, cracks, scratches or other damage occurring from striking, hitting, or dragging items across the surface of Goods, including without limitation in concrete; or 7) Goods moved or re-shipped after receipt at the shipping address on record. Without limiting the forgoing, like many goods, Goods incorporating concrete may stain; concrete is porous, and you acknowledge and agree that openings, holes, and gaps may be visible in Goods incorporating concrete, and cracks may be present or later appear in such Goods, and the color and texture of the Good may change over time.

Crow Works' warranty is limited to the original purchaser with proof of purchase. For the avoidance of doubt, replacement Goods shall receive the remainder of the original warranty set forth above, if any. Crow Works does not provide any additional warranty for replacement Goods. Any claim under this warranty must be presented promptly in writing setting forth in detail the nature of the Defect to Crow Works by email sent to: sales@crowworks.com. In the unfortunate event that damage has occurred in transit, you shall note any damage to the Good or packaging on the bill of lading and notify the driver of the damages prior to departure. Then, notify Crow Works immediately of such damage, at 1-888-811-CROW (2769). Any damage and defect must be reported within 48 hours of delivery. You shall inspect all Goods immediately upon delivery, and all Goods will be deemed to have accepted unless you notify Crow Works in writing of any Nonconforming Goods within 48 hours of delivery. For the purpose of this warranty, "Nonconforming Goods" shall mean Goods that at the time of delivery fail to meet this limited warranty. Defective Goods and goods delivered in error may be returned to Crow Works only after receipt of a Return Authorization Number from Crow Works. Unless otherwise agreed to in writing by an authorized representative of Crow Works, you are solely responsible for the cost and coordination of return shipment. Shipping charges are non-refundable. Upon receipt of a Return Authorization Number from Crow Works, Defective Goods may be returned to 9595 U.S. 62, Killbuck, Ohio 44637 or such other address as may be designated by Crow Works.

Crow Works shall have a commercially reasonable length of time, after notice and recognition of a claim of Defect to remedy the nonconformity or defect by, at Crow Works' discretion, repair or replacement, in accordance with the terms of this warranty, or provide a pro-rata refund or credit of the applicable purchase price amount received by Crow Works for such Good. These remedies are your exclusive remedies for breach of warranty.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN OR AMONG THE PARTIES, THE

WARRANTIES AND LIMITS OF LIABILITY DESCRIBED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, UNDER NO CIRCUMSTANCE SHALL CROW WORKS' LIABILITY TO A PARTY OR ANY THIRD PARTY ARISING OUT OF OR RELATED IN WHOLE OR IN PART TO THIS AGREEMENT OR THE GOODS: (A) EXTEND TO OR INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF OPPORTUNITY, OR (B) EXCEED IN THE AGGREGATE THE TOTAL OF THE AMOUNTS RECEIVED BY CROW WORKS FOR THE APPLICABLE GOOD PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Capitalized terms used herein but otherwise not defined, are intended to have the same meaning and effect as set forth in the Crow Works Terms & Conditions, and this warranty is subject to your compliance with such Terms & Conditions.