

**Grabber Construction Products, Inc.**  
**Life Time Limited Warranty**  
GrabberGard® Exterior Grade Coating

**Statement of Limited Warranty**

Subject to the exclusions, limitations, and restrictions described below, Grabber Construction Products, Inc. (“Grabber”) warrants only to the original purchaser (“Purchaser”) of GrabberGard® coated exterior-grade Deck & Fence Screws (the “Products”) that (1) the Products will remain free from manufacturing defects that adversely affect their performance life from the date the Products are purchased.

Further, Grabber warrants only to the Purchaser that during the Term GrabberGard®-coated deck & fence screws will not corrode due to exposure to normal environmental conditions, untreated lumber or to corrosives contained in any of the materials listed in the preceding paragraph, or to exposure to chemicals used, in pressure treated lumber formulations designated as, ACQ, MCQ, Copper Quat, or Copper Azole types CBA-A and CA-B, the only materials for which use of the deck & fence screws, appropriate. Subject to the exclusions, limitations, and restrictions described below, Grabber will replace a GrabberGard®-coated fastener that corrodes during the Term under any of the circumstances described below applicable to that part. The obligation under this warranty shall be limited to replacement of the corroded or defective fastener used for normal residential, non-commercial applications.

**Exclusions, Limitations and Restrictions**

All warranties contained herein are subject to the following exclusions, limitations and restrictions:

**Proper Installation and Use:** This warranty shall be null and void if the Products are not properly installed in accordance with the instructions provided at the time of original purchase. In addition, this warranty does not extend to damage or defects caused by the following: (1) use of the Products other than the use for which the Products were designed; (2) natural disasters or acts of God; (3) negligent or intentional act or omission of Purchaser; (4) transportation or shipping of the Products; or (5) failure caused by motor vehicle traffic.

**Deck Board Materials:** This warranty does not cover deck board materials. Such board materials may be covered under separate Deck Board Original Manufacturer’s warranty periods and provisions.

**GrabberGard® coated fasteners** are not warranted and are not recommended for application within five miles of coastal areas or areas where moisture is likely to be continually present such as around pools or spas.

†Stainless steel screws are the only Grabber products warranted for use on or near the water, such as for docks, boardwalks or piers.

**Original Purchaser:** This Warranty is extended solely to the Purchaser of the Products and does not extend to any subsequent purchaser or other owner of the Products.

**Effective Date:** This warranty supersedes all previous warranties stated or implied, and is effective only for consumer purchases made on or after April 1, 2016.

**Disclaimer of Implied Warranties:**

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY GRABBER RELATING TO THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTIES. GRABBER MAKES NO WARRANTY REGARDING THE PRODUCTS EXCEPT FOR THOSE WARRANTIES SPECIFICALLY PROVIDED HEREIN, AND ALL OTHER WARRANTIES RELATING TO THE PRODUCTS, WHETHER EXPRESSLY MADE BY GRABBER OR IMPLIED BY STATUTE, AT LAW, OR IN EQUITY, ARE HEREBY SPECIFICALLY EXCLUDED AND DISCLAIMED BY GRABBER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**Obtaining Warranty Performance:**

If Purchaser discovers a defect in the Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but in no event not later than the end of the Term, notify Grabber in writing, at the following address:

Grabber Construction Products  
Warranty Settlement  
5255 West 11000 North  
Highland, Utah 84003  
801.492.3880

Failure to notify Grabber by this deadline will void this limited warranty. Notice to Purchaser's contractor, dealer, or home builder does not constitute notice to Grabber. Purchaser must include in this notification satisfactory proof of purchase and a statement explaining the defect. Grabber may request additional information as it determines appropriate. After reviewing such information, Grabber will make a determination regarding the validity of Purchaser's claim.

If Grabber determines Purchaser's claim is valid, Grabber will, at its option, either replace the defective Grabber Product or refund a percentage of the original purchase price paid (excluding sales taxes) by Purchaser for such defective Product (not including the cost of its initial installation) equal to the percentage of the Term during which the Product failed to satisfy this warranty.

**Limitation of Remedies:**

This warranty shall not cover, and Grabber shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Product or the installation of replacement materials, including but not limited to, labor and freight. This warranty does not cover the cost or installation tools or the costs of removing, installing, or reinstalling decking materials.

THE FOREGOING REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT WILL GRABBER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT OR EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, OR CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS AND INJURIES TO PROPERTY.

**Miscellaneous**

This warranty may not be altered or amended except in a written instrument signed by an authorized officer of Grabber. No agent, employee or any other party is authorized to make any warranty in addition to that made herein, and Grabber shall not be bound by any such statements other than those expressly contained in this written, limited warranty.