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## ROHN Products LLC Warranty Statement

ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason.

The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale.

The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee. ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN. **ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.**