

Limited Lifetime Warranty

IceBlox, Inc. – Master Distributor of SnoBar – ColorBar – WindBar – RoofClamp

Action Manufacturing SnoBar, LLC – Manufacturer of SnoBar – ColorBar – WindBar – RoofClamp

Warranty.

Subject to terms and conditions contained in this limited lifetime warranty:

1. All parts, pieces, and performance will not, for the lifetime of the original roof, that it's attached to:
 - a. Be defective, including but not limited to: bars, clamps, brackets, plates and accessories.
 - b. Crack, flake, peel or chalk to an extent that is apparent on ordinary outdoor visual observation. Slight crazing or cracking, which may occur during fabrication of the system parts and spangle cracking are not covered under this limited lifetime warranty.
 - c. Void the roof warranty, damage the roof system, or cause the roof system to fail.
 - d. Damage the roofing system paint finish.
2. The system will not, for the lifetime of the roof it's attached to, after shipment, rupture, fail structurally, or perforate due to normal atmospheric conditions. This limited lifetime warranty excludes any accumulation of red rust which occurs at breaks for discontinuities in the surface, such as field cut edges and shall not apply to metal penetration, cuts or shears made at any time after product leaves IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC.

Exclusions and limitations.

1. This limited lifetime warranty applies only to Product installed on roof systems within the Continental United States and Canada.
2. This limited lifetime warranty applies only to the Building Owner stated on this limited lifetime warranty and is transferable to the new building owner if IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC is notified 30 days in advance.
3. This limited lifetime warranty does not cover industrial applications such as steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills or other unusual environmental exposure. Customer is required to consult with IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC before any installation takes place on industrial applications and IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC reserves the right to determine if the Products will be covered by this limited lifetime warranty.
4. This limited lifetime warranty is null and void unless the Product has been paid in full.
5. This limited lifetime warranty only applies to the original roof that the Product was installed on, not re-installations.
6. Corrosion or loss of paint adhesion as a result of perforating the Product is not covered by this limited lifetime warranty.
7. This limited lifetime warranty does not apply to areas that are sheltered from rainfall or that do not provide drainage.
8. This limited lifetime warranty does not apply in the event of deterioration of the Product caused directly or indirectly by contact with fasteners, including deterioration of the Product caused by galvanic corrosion.
9. Product that is not designed properly, is improperly installed, or not maintained is not covered by this limited lifetime warranty.
10. This limited lifetime warranty does not cover any Product located 1,320 or fewer feet from a salt-water environment (applies only to paint coated systems).
11. This product must not be cleaned with abrasive or chemical cleansers.
12. This limited lifetime warranty does not cover damages or conditions resulting from circumstances beyond the control of IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC including, without limitation, the following:
 - a. Acts of GOD, falling objects, explosions, exposure to extreme heat or fire.
 - b. Drifting snow conditions.
 - c. If ground snow load is different that what was stated on the warranty form and or quote request form.
 - d. Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with chemical fumes or salt spray.
 - e. Standing or ponding water on the Product.
 - f. Failure to store or install Product in a way that allows for adequate air circulation and ventilation.
 - g. Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation.
 - h. Failures or damage resulting from edge corrosion.
 - i. Scratching or abrading during or after installation.
 - j. Prolonged contact with vegetation, dirt or gravel.
 - k. Sustained exposure to animals or animal waste.
 - l. Mishandling of the Product, including abuse, alteration, modification, improper use or storage.
 - m. Damages or conditions at the point(s) and adjacent areas where material has been attached or adhered to the Product.
 - n. Damages to the roofing system due to the installation process such as dropping tools, use of ladders, tie downs, fall protection, rooftop accessories or walking on the roofing system.
 - o. Insufficient use of fixed fastening points on roofing system.
 - p. Alterations to the Product or Roof System without prior written approval and authorization of such alterations from IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC.
 - q. Lack of regular, normal, or routine care in maintaining the Product.

Notification of claim; Right of IceBlox, Inc. and Action Manufacturing SnoBar, LLC to inspect.

IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC must be notified within 10 days, with before and after pictures, upon discovery of any alleged condition giving rise to a claim. IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC and its representatives must be allowed an opportunity to inspect and, if required, obtain a sample of the Product. All decisions, regarding the existence of conditions affecting this limited lifetime warranty, will be made by IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC and will be final and binding on all parties. The party notifying IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC of any defect or claim will reimburse all of IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC third party expenses incurred in connection with the investigation of a defect or claim if it is later determined that IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC is not responsible for the problem underlying the defect or claim. In no event will the original warranty period, set forth above, be extended by warranty claim.

To make a claim or obtain service under this limited lifetime warranty, the building owner must call IceBlox, Inc. at (800)-766-5291 and/or Action Manufacturing SnoBar, LLC at (800) 711-9724 or submit your claim in writing to Action Manufacturing SnoBar, LLC, 7436 Evesborough Lane, New Port Richey, FL 34655.

Installation information.

The Product must be installed per the recommended layout as provided by IceBlox, Inc. design considerations and installation instructions.

Maintenance.

The Product must be inspected every two years by checking the torque settings of the set screws, fasteners and the paint finish (if applicable). The paint finish (if applicable) must regularly be washed, either by fresh or tap water. The Product must not be cleaned with abrasive or chemical cleansers. Proof of inspection must be sent to IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC every two years.

General terms and conditions.

Disclaimer of all other warranties. This warranty is limited. The building owner's sole and exclusive remedy against IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC will be repair or replacement of the defective Product, or a refund for the original purchase price, at the sole discretion of IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC.

THIS LIMITED WARRANTY IS ICEBLOX, INC., AND/OR ACTION MANUFACTURING SNOBAR, LLC'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL ICEBLOX, INC. AND/OR ACTION MANUFACTURING SNOBAR, LLC BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS OR ITS CONTENTS OF ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF ICEBLOX, INC. AND/OR ACTION MANUFACTURING SNOBAR, LLC, EVEN IF ICEBLOX, INC. AND OR ACTION MANUFACTURING SNOBAR, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ICEBLOX, INC. AND/OR ACTION MANUFACTURING SNOBAR, LLC TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID TO ICEBLOX, INC. AND/OR ACTION MANUFACTURING SNOBAR, LLC FOR THE PRODUCT IN QUESTION.

No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited lifetime warranty or make any other warranty, representation or promise on behalf of IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC with respect to the Product. No term or condition other than those stated in this limited lifetime warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited lifetime warranty will be binding on IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC, unless made in writing and signed by the President or Vice President of IceBlox, Inc. and/or Action Manufacturing SnoBar, LLC.

Choice of law.

This limited lifetime warranty will be interpreted exclusively under the laws of the state of Florida.