



## **FAMCO LIMITED PRODUCT WARRANTY**

**As published on the FamCo website - physical copies of this  
Warranty available upon consumer request**

### **1. FamCo Manufactured Product Warranty:**

All products manufactured directly by FamCo are warranted to be free of defective material or workmanship for a period of one (1) year from the date of delivery of the product (the "Term"). During the Warranty Term, if any parts are proven to be defective, they will be credited or replaced free of charge, subject to the exclusions and disclaimers contained herein. After the Warranty Term expires, or if this Warranty is voided per its terms herein, whichever is earlier, this Warranty shall be of no further force or effect. This Warranty is not a contract for insurance.

### **2. Resale / Other Manufacturer Product Warranty/Disclaimer of Warranties:**

**FamCo's warranty does not apply to products not manufactured by FamCo, as FamCo does not manufacture all parts it sells. Other than the express warranties made by FamCo herein, FamCo hereby disclaims all other warranties, express or implied (to the extent any implied warranty cannot be disclaimed by law, then it shall be limited to the Term of the express warranty provided in Section 1 of this Warranty), and FamCo expressly disclaims and excludes any warranty of merchantability and fitness for a particular purpose even if the customer receiving this Warranty has been advised of a particular purpose. There are no warranties which extend beyond the description on the face hereof and other than the express warranties provided herein, all products are provided "AS IS". FamCo shall have no liability for consequential, exemplary, punitive, or incidental damages even if FamCo has been advised of the possibility of such damages. Repair or replacement of any product manufactured by FamCo, or return of payment received for a product manufactured by FamCo, either of which decision is at the**

**sole election and discretion of FamCo, is the exclusive remedy provided by this Warranty.**

**This warranty is further exclusive of any damage to FamCo products caused by neglect, accident or overload or improper installation (regardless of whose neglect accident, overload or improper installation causes such damage) and excludes the cost of repairs made or attempted to be made outside FamCo's factory without written authorization from FamCo, all of which shall render all warranties extended under this Warranty null and void. In the event customer fails to comply with the terms this Warranty in any way, or fails to pay for the products in full, all warranties hereunder shall be null and void. This Warranty further excludes damage incurred to FamCo products incurred through shipping, handling, or delivery.**

**If customer believes a FamCo product is dysfunctional, defective, or unsatisfactory in any respect during the Term of this Warranty, it is the customers responsibility to immediately notify FamCo in writing and in any case, not later than thirty (30) days from the date you become aware or should reasonably be aware of the defect. Said notice shall be submitted to FamCo as set forth in Section 3 of this Warranty below and FamCo will process and consider the notice, and respond accordingly within a reasonable time frame.**

Please use the links below to view the warranties of the companies we buy from.

Oatey Pipe Flashings:

<https://www.oatey.com/ASSETS/DOCUMENTS/ITEMS/EN/warranty.pdf>

### **3. FAMCO PIPE FLASHING WARRANTY PROCESS AND DISCLAIMER**

If a FAMCO brand, adjustable 1" - 3" pipe flashing with neoprene collar fails within one year of the installation date or new home occupancy/sale date, FamCo will repair it, or supply a replacement part under the warranty. All repairs and replacement parts must be approved and are at the sole discretion of FamCo. For warranty claims, please follow the instruction below.

- a. Contact FamCo by phone at (208) 453-7050 or by email at [sales@FamComfg.com](mailto:sales@FamComfg.com). FamCo will email the "warranty request form".
- b. The "warranty request form" needs filled out in its entirety and submitted to [sales@FamComfg.com](mailto:sales@FamComfg.com).

- c. Once the “warranty request form is received, FamCo will contact you to schedule the repair or schedule the delivery of the replacement parts.
- d. If repairs or arrangements are made independently of FamCo, FamCo is not liable for the expense, labor or damages incurred or caused.

#### **4. GOVERNING LAW AND JURISDICTION**

This Warranty will be governed by and construed in accordance with the substantive laws of the United States and the State of Idaho, without regard to or application of provisions relating to choice of law. Any dispute, controversy, or litigation arising from or related to this Warranty must be brought in the 4<sup>th</sup> Judicial District Court of Idaho, Ada County.

#### **5. TOTAL INTEGRATION AND MODIFICATION**

This Warranty contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements, representations and warranties between the parties with respect to the subject matters contained herein. This Agreement may only be altered or modified if approved by FamCo in writing. FamCo expressly reserves the right to amend, supplement or otherwise change this Warranty at any time and for any reason, with or without notice, in its sole discretion and judgment.

#### **6. SEVERABILITY**

If any provision of this Warranty is deemed invalid, illegal or unenforceable in any respect, the remainder of this Warranty shall be unaffected by such finding and nonetheless be valid and enforced in accordance with its terms to the furthest extent possible.