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WARRANTY

WARRANTY: All material is warranted against defects in the material and factory workmanship for a period of one (1) year after delivery. In case of any such defects during the one (1) year period, Seller's liability shall be limited to furnishing (but not dismantling and installing) necessary replacement material F.O.B. destination. Seller shall not be liable for any indirect or consequential damages. THIS WARRANTY IS LIMITED STRICTLY TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, AND STATUTORY. SELLER EXCLUDES ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller assumes no responsibility for moisture condensation caused by atmospheric conditions or for moisture condensation or leakage resulting from the use of machinery, equipment or chemicals in and about any structure on which Resolite is installed.

CONDITIONS OF SALE

ALL ORDERS ARE ACCEPTED AND SALES MADE SUBJECT TO THE WRITTEN AGREEMENT, IF ANY, SIGNED BY US OR, IF NO SUCH WRITTEN AGREEMENT EXISTS, THEN SUBJECT TO THE TERMS ON THE FACE HEREOF AND TO THE PROVISIONS BELOW. IF THIS ORDER SHALL BE DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY YOU, SUCH ACCEPTANCE IS EXPRESSLY CONDITIONED ON YOUR ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED HEREIN.

1. GENERAL - Unless stated differently, quoted prices are subject to adjustment to our prices in effect at the time of shipment. Any changes in transportation charges quoted separately or included in our delivered prices shall be your responsibility. Risk of loss on any shipment shall pass to you upon delivery by us of the goods to the carrier of our choice. Unless specifically shown, prices do not include state or local use or sales tax. Standard mill shipping tolerances will apply to the quantity of material involved in this order. We shall be excused for any delay in performance due to acts of God, war, riot, embargoes, act of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortages of care, fuel, labor or materials or any cause beyond our reasonable control. We will endeavor to keep you informed of any changes in shipping schedules.
2. WARRANTY - THE ONLY WARRANTIES WE MAKE ARE THOSE SET FORTH IN THE WRITTEN AGREEMENT, IF ANY, SIGNED BY US, THOSE SET FORTH ON THE FACE HEREOF. THE REMEDIES SET FORTH IN THESE DOCUMENTS ARE EXCLUSIVE OF ALL OTHER REMEDIES.

WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE GOODS DESCRIBED HEREIN, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER OBLIGATIONS OR LIABILITY ON OUR PART, ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL WE BE LIABLE UNDER ANY WARRANTY OR IN CONNECTION WITH ANY CLAIM ARISING OUT OF THE SALE OR USE OF THIS PRODUCT FOR LABOR COSTS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES.

3. TERMS - All sales are F.O.B. our plant or warehouse. Payment is due within 30 days from date of shipment. No discounts are authorized unless stated herein. Please refer to invoice number on all correspondence and on all remittances. No statements will be furnished unless requested.
4. MATERIAL INSPECTION AND DAMAGE REPORTING - Procedures required for inspection and damage reporting are detailed on the packing list. and bills of lading. We do not insure safe delivery and it is your responsibility to file claims promptly.
5. STORAGE RECOMMENDATIONS - The procedures detailed on the packing list and bills of lading must be followed to prevent damage.
6. CLAIMS - All claims for defective material, shortage. etc., must be made within 3 days after receipt of goods. The material must be held for our inspection and cannot be moved or disposed of without our written authorization. No merchandise may be returned without written authorization. All returns are subject to a 15% restocking fee.
7. APPLICABLE LAW - The rights and duties:of the parties hereto shall be determined by the laws of the State of Tennessee without regard to the choice of law rules thereof.