

Richmond Bros. Fab.

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LIMITED WARRANTY

Richmond Brothers Fabrication (hereinafter "Manufacturer") guarantees that products are free from defects in workmanship or material for a period of 12 months from the date of shipment. This warranty shall exist for any particular defect only if

- A. Buyer returns warranty card within 30 days after taking delivery. Buyer must verbally or in writing contact the Manufacturer for authorization of warranty or no warranty applied within the first 12 months after purchase.
- B. Manufacturer determines to its reasonable satisfaction on inspection that the products are, and have been, subjected only to ordinary use and service.

This warranty does not cover damage through accident or misuse. Manufacturer's warranty is limited to replacing any products that are proved to be defective. Manufacturer shall not be liable for any loss, damage or injury resulting from delay in delivery or installation of the products or for any failure to perform which is due to circumstances beyond its control.

The maximum liability, if any, of Manufacturer for all damages, including without limitation, contract damages and damages for injuries to persons or property, whether arising from Purchaser's breach of this agreement, breach of warranty, negligence, strict liability or other tort, is limited to an amount not to exceed the purchase price of the products as issue in the dispute. In no event shall Manufacturer be liable to Buyer for any incidental, consequential or special damages, including without limitation, lost revenues and profits, inconvenience and expense for substitute equipment or service, even if it has been advised of the possibility of such damages.

No implied warranty, including any implied warranty of merchantability of fitness for a particular purpose, applies to the Manufacturer's products after the applicable period of express warranty stated above and no other express warranty or guaranty, except as mentioned above, given to any person or entity with respect to the Manufacturer's products shall bind the Manufacturer. Without limiting the foregoing the Buyer assumes all risk and liability for loss, damage or injury to Buyer and Buyer's property and to others and their property arising out of use or misuse of or inability to use, the Manufacturer's products not caused directly by the negligence of the Manufacturer.

This limited warranty shall not extend to anyone other than the original purchasing party of Manufacturer's products. Manufacturer makes no warranty concerning the compliance of the products with any local, state or federal laws or regulations, including without limitation electrical, building or other codes or requirements. Buyer agrees to accept full responsibility for complying with such laws, regulations, codes and requirements.