

MATERIAL WARRANTY

One Year Material & Installation

BUYER: SAMPLE **WARRANTY #** SAMPLE
PROJECT: SAMPLE **WBA ORDER:** SAMPLE
PRODUCT: SAMPLE **SUBSTANTIAL INSTALLATION DATE:** SAMPLE

(QUANTITIES AS PER INVOICE)

Seller warrants that the Watson Bowman Acme brand products supplied to Buyer per Seller's invoice furnished to Buyer (the "Products"), when applied in strict accordance with written specifications, shall be free from manufacturing defects for a period of one (1) year from the date of installation. *Note: Installation date is limited to no more than six months after invoicing date.* Seller makes no warranties whatsoever with respect to the workmanship involved in the application of any Products warranted hereunder. (Refer to Watson Bowman Acme's Technical Product Data Sheets at www.watsonbowmanacme.com).

Seller's responsibility and obligation under this Warranty shall become effective only upon Buyer's payment in-full for the Products furnished by Seller.

Buyer's sole and exclusive remedy under this warranty shall be, at Seller's option, either replacement or repair of the defective Products without charge to Buyer, F.O.B. jobsite. ANY CLAIMS UNDER THIS WARRANTY SHALL BE MADE IN WRITING ADDRESSED TO SELLER WITHIN THIRTY (30) DAYS FROM THE DATE OF THE ALLEGED FAILURE, including information as to the specific location and nature of the ALLEGED FAILURE. A REPRESENTATIVE OF SELLER SHALL BE GIVEN REASONABLE OPPORTUNITY TO INSPECT THE ALLEGED FAILURE.

SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE with respect thereto, including, but not limited to, any inaccuracy or ambiguity, or any results to be obtained therefrom.

IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR OTHER DAMAGES OF ANY KIND, WITH RESPECT TO THE USE OF THE PRODUCTS, OR IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (BE IT FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF USE.

It is further agreed and understood that the price stated for the Seller's Products is consideration for the limitation of Seller's liability hereunder. The sales personnel of Seller are not authorized to make warranties or representations, whether oral or written, about the Products described in this contract. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement and supercedes all prior agreements, warranties, or statements regarding the project. This Warranty cannot be amended, altered or modified in any way except in writing signed by an Officer of WBA or a person to whom his authority has been delegated in writing.

SAMPLE

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