

Limited Lifetime Warranty

Warranty. Design Hardware warrants to the original purchaser that this product shall be free from defects workmanship and materials for the life of the product under normal use. Design Hardware's warranty is limited to the repair or replacement of the defective product. Any product that has been, during the warranty period, promptly reported to Design Hardware as defective in materials and/or workmanship, and is so found by Design Hardware upon examination, shall be repaired or replaced at Design Hardware's option. Purchaser is responsible for returning the allegedly defective product to Design Hardware's place of business at Purchaser's expense for examination, repair and/or replacement.

Warranty Limitation and Exclusion.

It is hereby agreed that the liability of Design Hardware shall be limited to the repair or replacement of the nonconforming product. Design Hardware shall not be liable for any other damages, either direct, indirect or consequential. Design Hardware will have no liability whatsoever under this Agreement if the product has been subjected to any abuse, misuse, improper installation, negligence or accident on the part of Purchaser or if the product has been subjected to any fire, tornado, hurricane, or other acts of god. This limited lifetime warranty is void if this product is used in climates with high atmospheric salinity content, excessive moisture and/or other extreme atmospheric conditions that, but for such exposure said product would not have decomposed, deteriorated, or became defective.

Disclaimer of Unstated Warranties.

THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Limitation of Liability.

IT IS UNDERSTOOD AND AGREED THAT DESIGN HARDWARE'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL DESIGN HARDWARE BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THIS PRODUCT IS A CONSIDERATION IN LIMITING DESIGN HARDWARE'S LIABILITY.