



POWDERCOAT MAX

POWDER OVER HOT DIP GALVANIZING

LIMITED 10 YEAR WARRANTY

The Company warrants to Purchaser that its factory applied fusion-bonded exterior coating over hot dip galvanized will not fail or substantially deteriorate when the coated product is properly utilized and subjected to normal atmospheric exposure for a period of ten years from the date of shipment by the Company (the "Warranty Period"). If during the Warranty Period, the exterior coating exhibits any cracking, blistering, peeling or excessive chalking or corrosion of the base metal, the Company will repair or replace the defective coating, at its option, at no charge to the Purchaser, if the Purchaser promptly notifies the Company in writing and furnishes proof of purchase within sixty days of such failure or deterioration becoming evident. Failure or substantial deterioration shall specifically, exclude damage caused by moisture or other contaminants entrapped between protective packaging materials and coated surface, thus constituting improper storage prior to placement in service; damage caused by improper handling during shipment and placement in service; damage or failure caused by acts of God, falling objects, external forces, explosions, fire, riots, civil disturbance, acts of war, radiation, misuse or abuse in the application or any other such occurrences beyond the Company's control. The liability of the Company under this Warranty, or for any loss or damage arising out of, or connected with, the design, application, sale, or use of the exterior coating, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the original factory-applied fusion-bonded coating which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. The Company shall not be liable for any special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of substitute equipment or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's process plant if the factory replacement of the defective coating is necessary. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, express, or implied and shall constitute the sole and exclusive remedy of the Purchaser and liability of the Company.

NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.



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