

One-Year Limited Warranty

Hartson-Kennedy Inc. ("HK") warrants to Buyers of HK's products that the products sold shall be reasonably free from defects in materials and workmanship for a period of one (1) year from the date of purchase. This limited warranty applies only to properly installed products under normal use and wear.

This limited warranty shall not apply, and Hartson-Kennedy Inc. shall have no liability, under any of the following circumstances:

Damage due to improper installation. Damage to products after HK's delivery. Damage due to heat in excess of 275° F. Damage from abrasive cleaners or harsh chemicals. Damage due to excessive moisture. Damage from abuse or misuse other than ordinary use and wear.

Exclusive remedy under this limited warranty:

If any product fails to conform to this limited warranty, HK shall, at its sole option and discretion, either repair or replace the defective product. The period of limited warranty applicable to a repaired or replaced product shall be the remainder of the unexpired period of this limited warranty.

Upon delivery of the product(s) to the buyer, the buyer shall promptly inspect the product(s) to determine the presence of any patent defects (meaning any defects that are apparent, or should have been apparent, to the buyer by a visual inspection and including but not limited to wrong product, color, etc.). Buyer must note any alleged defects on the delivery receipt at the time of delivery and notify HK Customer Service immediately.

For purposes of making a claim under this limited warranty for anything other than a patent defect described above, the Buyer must notify HK in writing of any alleged defect within five (5) days of the date that the Buyer discovered or should have reasonably discovered such defect and submitted the claim to HK. Upon receipt of a claim pursuant to this limited warranty, HK shall be afforded reasonable opportunity to inspect the allegedly defective Product(s) and the Buyer must provide HK with any and all information and documentation in the Buyer's possession or control regarding the Product(s), including information concerning installation and maintenance, or return product to HK with transportation charges prepaid, if examination is required to make a determination.

Hartson-Kennedy Inc. will not cover the cost for removal or reinstallation of products subject to or associated with a claim.

THIS LIMITED WARRANTY SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE BUYER. NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL, OR WRITTEN IS EITHER MADE OR SHALL BE DEEMED MADE BY HK WITH RESPECT TO THE PRODUCTS. HK EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE OR USAGE.

IN NO EVENT SHALL HK HAVE ANY OBLIGATION OR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY (INCLUDING YOUR CUSTOMERS OR CONTRACTORS), FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES, DELAY, PUNITIVE, OR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF ANY OF HK'S PRODUCTS SUBJECT TO THE ORDER. HK'S LIABILITY, INCLUDING CLAIMS FOR INDEMNIFICATION, WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

To make a claim under this limited warranty, please contact:

Hartson-Kennedy Inc. 522 W. 22nd Street Marion, Indiana 46953 1-765-668-8144 Email: info@hartson-kennedy.com