

C&S Manufacturing Corporation

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## LIMITED WARRANTY

C&S Manufacturing Corporation warrants that product(s) manufactured by us will be free from defects in material and workmanship for **one (1) year** from date of shipment and when installed in accordance with good building practices and meeting the detailed requirements of all applicable Federal, State and Local laws, rules, regulations, building standards and codes. C&S Manufacturing Corporation will, at its option, repair, replace or supply credit to any purchaser of any product(s) that appears, to the Company's satisfaction, to have been defective in material and/or workmanship and is covered by the Company's warranty.

## This warranty shall be effective only if the product:

(01) was installed in accordance with supplied instructions (if any), common installation or use practices and existing federal, state and local building, HVAC and plumbing rules, regulations or codes;

(02) has not been subjected to misuse or abuse; (3) was properly cared for and stored in a dry location prior to use and does not exhibit any signs of rust, corrosion, tarnishing, ultra-violet light degradation, etc., internal or external, which would degrade the integrity of the product(s)

(03) was at all times used in manner consistent with its intended use;

(04) was never modified, altered, or repaired by anyone other than C&S Manufacturing Corporation;

(05) was properly subjected to and passed applicable testing methods immediately

after the products installation;

(06) was not damaged by freezing, corrosion or ultra-violet light (U.V.) degradation and;

(07) was never damaged or materially changed by an uncontrollable, outside influenced

or natural phenomenon. This warranty excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance and the replacement of parts required by normal wear and tear. This warranty does not obligate C&S Manufacturing Corporation to bear any transportation, removal or installation charges in connection with the inspection, repair or replacement of defective parts, other than the cost or cost-equivalent of the defective C&S Manufacturing Corporation manufactured product. C&S Manufacturing Corporation also reserves the right to modify, alter or improve their product(s), or part(s) thereof, at any time without incurring an obligation to notify or modify, alter, improve or replace any product, or parts thereof, previously sold. This warranty is the purchasers exclusive remedy.

THE WARRANTY PRINTED ABOVE IS THEONLY WARRANTY APPLICABLE TO THIS PURCHASE. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY AND PURCHASER'S SOLE REMEDY, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY AND ALL SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S NEGLIGENCE, WHETHER DEEMED ACTIVEOR PASSIVE, AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSSOR EXPENSE.