

Nourison's Manufacturer WARRANTY

Nourison warrants its products against manufacturing defects for one year from date of invoice. All claims under this warranty must be made in writing to the attention of Nourison's Home Depot Account Manager. Nourison's liability under this warranty and the sole remedy for performance or nonperformance of any product sold by Nourison is limited to replacement of the damaged good(s) or refund of the net sales price as evidenced by Nourison's invoice. The time limit for effectiveness of this warranty is one full year from the date of invoice to their customer. This is the only warranty associated with our product. Nourison's Obligations and Liabilities under this warranty are those expressly written herein, and no other warranty, guarantee and/or liabilities are given or intended or otherwise implied. In no event shall NOURISON be liable to any party for lost profits or revenue, failure to realize expected savings, loss of goodwill, any claims against the dealer by any other party, or other consequential, special, exemplary, incidental, indirect, or punitive damages. This limitation of liability applies regardless of the basis on which dealer is entitled to claim damages, including but not limited to: any circumstance involving a finding that a warranty or condition or remedy has failed its essential purpose, breach of contract (including but not limited to fundamental breach), tort, such as but not limited to negligence or misrepresentation, breach of statutory duty, or other legal equitable theory even if NOURISON has been advised of this possibility of such damages. Any cause of action you may have with respect to these terms of sale and/or a purchase of product(s) must be commenced within one (1) year after the claim or cause of action arises or shall be forever barred.