

WARRANTY

Subject to the warranty limitation set forth in Section 12 below, Blue Ember Technologies warrants that the Products sold hereunder will substantially conform to the applicable specifications and will be free from defects in material and workmanship unconditionally for one (1) year after shipment FOB, under normal and proper use and service. Shop drawings prepared by Blue Ember Technologies and approved by Purchaser shall be deemed the correct interpretation of the work to be performed even when not consistent with the plans and specifications.

WARRANTY LIMITATION

The warranty and remedies for breach of warranty provided for in these General Conditions extend only to the original installation and do not cover, and Blue Ember Technologies shall not be liable for, (i) abnormal wear and tear or damage caused by improper installation, maintenance or use contrary to the instructions published by Blue Ember Technologies, (ii) storage of Products in a wet or damp area or unprotected from weather and other job conditions, (iii) any cause beyond the control of Blue Ember Technologies, including without limitation conditions caused by movement, settlement or structural defects of the building in which the Products are installed, fire, wind, hail, flood, lightening or other acts of God, international acts, accidents, negligence or exposure to harmful chemical pollutants or other foreign matter or energy, (iv) repair or damage caused by anyone except personnel authorized by Blue Ember Technologies, or (v) any scratches, abrasions or other damage to the finish of painted items after they leave the factory. Items repaired or replaced, and designs corrected under warranty are warranted only for the remainder of the original warranty period. Any general Product literature is for illustrative purposes only and does not constitute a warranty of any kind. Purchaser accepts full responsibility or the selection of the Products to achieve intended results.

THE WARRANTY SET FORTH IN SECTION 11 IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDY

Purchaser's sole and exclusive remedy, and Blue Ember Technologies' only obligation for breach of warranty for Products furnished hereunder, shall be, at Blue Ember Technologies' option, to repair or replace the defective item or part that fails within one year warranty period of Section 11, free of charge, provided that Purchaser promptly gives notice to Blue Ember Technologies of such failure, returns such item or part to Blue Ember Technologies, freight prepaid, and upon examination Blue Ember Technologies finds such to have been defective. Purchaser must pay for related costs of making the repair or replacement, including the costs of removal, installation or reinstallation of the Products. In the event Purchaser claims that the Products are defective, it must allow Blue Ember Technologies personnel access and permission to inspect the Products at the site of installation or use.

To learn more about our products visit www.maxiforcebollards.com

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