

# HAGER COMPANIES

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## ONE YEAR FINISH WARRANTY

**\*Exceptions: 10B – No warranty on Steel Architectural Hinges.**

Subject to the limitations of liability set forth below, Hager Companies, ("Manufacturer") hereby warrants to the original purchaser ("Purchaser") of each product listed below (the "Products") that were purchased through a Manufacturer-authorized distributor, that the Product, when applied in accordance with all Manufacturer instructions and for the purposes intended, will not chip, peel or tarnish for one year following the date of application. This warranty excludes chips, peeling or tarnish caused by scratches or abrasions, incorrect application, misuse, abuse or deterioration of the Product due to the use of paints solvents and other chemicals. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY MANUFACTURER WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.**

In the event of a failure within the applicable warranty period, Purchaser should send the Manufacturer, at the address set forth below, a written notice which identifies the Product, its application and the nature of the claimed defect. Upon receipt of such notice, Manufacturer will inform Purchaser where to ship the Product, shipping charges prepaid, for examination. In the event that such examination reveals a defect covered by this warranty, Manufacturer will either replace the Product or refund the original purchase price, as determined in Manufacturer's sole discretion. This is the sole and exclusive liability of the Manufacturer under this warranty or otherwise.

**MANUFACTURER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL MANUFACTURER'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. PURCHASER AGREES THAT IN NO EVENT SHALL MANUFACTURER'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM USE OF THE PRODUCTS OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost or capital or loss of damage to property or equipment. The foregoing limitations and exclusions are intended to be effective to the maximum extent permitted by law. This warranty is governed by the laws of the State of Missouri, without regard to its conflicts of law principles. Manufacturer and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to sales of the Products.**

Mail all warranty claims to:  
The Hager Companies  
139 Victor Street  
St. Louis, MO 63104  
Attn: \_\_\_\_\_

The Products covered by this warranty are: \_\_\_\_\_