

Vinyl Tackboard Panels Limited Warranty

CHATFIELD-CLARKE COMPANY, INC. warrants to the customer that the vinyl tackboard panels sold by CHATFIELD-CLARKE COMPANY, INC. will be free from defects in materials and workmanship for one (1) year from the date of shipment.

In the event CHATFIELD-CLARKE CO., INC. determines that any vinyl tackboard panels supplied does not meet any warranty, CHATFIELD-CLARKE CO., INC. will replace such panels or (at CHATFIELD-CLARKE's option) shall refund the net purchase price (after cash or other discounts). All warranty claims are subject to prorated charges for any service rendered during the warranty period.

No warranty claim will be allowed by CHATFIELD-CLARKE CO., INC. for panels installed with obvious defects, such as edge camber or die lot change. Customer should notify CHATFIELD-CLARKE CO., INC. immediately in the event any tackboard panel at any time demonstrates any defect in material or workmanship.

Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, vandalism, or other damage or alteration of the tackboard panel(s) by persons other than CHATFIELD-CLARKE CO., INC. EMPLOYEES, combining incompatible materials, use of incompatible materials, fires, floods or other natural causes, damage, neglect, alteration, or other defect of the panel(s) resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or any acts, of omissions, causes, or events beyond the control of CHATFIELD-CLARKE CO., INC. Furthermore, warranty coverage does not extend to any defect in the tackboard panel caused by (a) storage, handling or installing the tackboard panel(s) under environmental conditions exceeding those generally accepted by industry for the tackboard panel(s), or (b) any storage, handling, manufacturing, installation or fabrication methods used by customer involving the tackboard(s), or (c) any failure to install the tackboard(s) in accordance with generally accepted industry standards or practices for installation or use of vinyl tackboards.

THE WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CHATFIELD-CLARKE CO., INC. NEITHER ASSUMES (NOR HAS AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

CHATFIELD-CLARKE CO., INC. WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY DEFECT, ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS VINYL TACKBOARD PANEL(S) OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, PERFORMANCE, OR USE OF ITS TACKBOARD PANEL(S), including, but not limited to, any

damages, expenses, or losses incurred by reason of loss of use, lost profits, lost revenue, damage to associated equipment or to facilities, costs of capital or labor, costs of substitute products. Costs associated with loss of goodwill, reputation, downtime, damages or replacement costs related building materials, tools, furnishings and any similar or dissimilar damages, expenses or losses, whether any such liability is based on contract, tort or other legal principles. IN NO EVENT SHALL CHATFIELD-CLARKE CO., INC.'S LIABILITY EXCEED THE NET PURCHASE PRICE OF THE PRODUCTS.