

LIMITED PRODUCT WARRANTY

AVAILABLE ONLY FOR PERMAX 0.5LV, 1.8, 2.0 AND 2.0X

HENRY warrants only that this product is free of defects, since many factors which affect the results obtained from this product - such as weather, workmanship, equipment performance utilized and prior condition of the substrate - are all beyond our control. This Warranty warrants that the Product(s) will be free from manufacturing defects which affect the ability of the Product(s) to perform in conformance with the Product(s) label and technical data sheet for its intended application during the Warranty Period. We will replace within twelve (12) months of purchase (Warranty Period) at no charge any product proved to be defective, provided it has been applied in accordance with our written directions for uses we recommended as suitable for this product.

A Contractor who installs the Product(s) is not a representative, agent or employee of HENRY. HENRY therefore is not bound by any representations made by the contractor and/or installer and does not warrant or guarantee the contractor's and/or installer's workmanship.

To make a warranty claim, purchaser must notify HENRY through email at warranty@henry.com, within seven (7) business days of discovery of any product defect claim. The purchaser must give written notice to HENRY no later than thirty (30) days after a product defect is discovered or should by reasonable diligence have been discovered. The notice shall include all information available from the purchaser regarding the nature and source of the warranted claim. Proof of installed product purchase must be provided with the written notice. When properly and timely notified as described, HENRY reserves the right to inspect and test the product and if any defect covered by the terms of this Warranty are found, will arrange for replacement of the quantity of product affected by defect. Repair and the cost thereof, of all other non-warranted claims are the responsibility of the purchaser.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER SHALL HAVE NO LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT, INCLUDING FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS OR ANY DELAYS CAUSED BY REPLACEMENT OR OTHERWISE. THIS LIMITED WARRANTY PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT. HENRY SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY. IF PURCHASER DOES NOT ACCEPT THESE TERMS OF HENRY'S LIMITED WARRANTY, PURCHASER MAY RETURN ALL CONTAINERS OR PACKAGES OF PRODUCT PURCHASED FOR A FULL REFUND (PROVIDED THE CONTAINERS OR PACKAGING IS UNOPENED AND LESS SHIPPING CHARGES IF ANY) WITHIN 30 DAYS OF PURCHASE. RETENTION OF PRODUCT BEYOND 30 DAYS FROM PURCHASE OR USE OF PRODUCT SHALL CONSTITUTE ACCEPTANCE OF HENRY'S LIMITED WARRANTY TERMS, CONDITIONS AND DISCLAIMERS.