

Lambert Corporation of Florida, Inc. 2017 Product Warranty

Except as specified otherwise herein, products sold hereunder shall be free from defects in manufacturing for a period of the lesser of the shelf-life of the product or two (2) years from the date of shipment of the products. The foregoing warranty does not apply to any products which have (i) been subject to misuse, neglect, accident or modification, (ii) been altered such that they are not capable of being tested under normal test conditions, or (iii) not been applied in strict accordance with Lambert Corporation published specifications, as published on www.lambertusa.com or www.lambertusa.net in effect at the time of purchase. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Any claim regarding product defect must be received in writing within two (2) years from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the Lambert Corporation Technical Manager. This information and all further technical advice are based on Lambert Corporation's present knowledge and experience. However, Lambert Corporation assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, Lambert Corporation disclaims all conditions and warranties, whether express or implied, including the implied warranties of fitness for a particular purpose or merchantability. Lambert Corporation shall not be liable in contract or in tort (including, without limitation, negligence, strict liability or otherwise) for loss of sales, revenues or profits; cost of capital or funds; business interruption or cost of downtime, loss of use, damage to or loss of use of other property (real or personal); failure to realize expected savings; frustration of economic or business expectations; claims by third parties (other than for bodily injury), or economic losses of any kind; or for any special, incidental, indirect, consequential, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, its obligations under any contract for sale of product, even if Lambert Corporation could foresee or has been advised of the possibility of such damages. All parties to which this warranty apply expressly agree that these limitations on damages are allocations of risk constituting, in part, the consideration for this contract, and also that such limitations shall survive the determination of any court of competent jurisdiction that any remedy provided in these terms or available at law fails of its essential purpose. Lambert Corporation reserves the right to make any changes according to technological progress or further developments. It is the customer's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the customer to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used. Lambert Corporation shall make the final determination as to whether any product is defective. Lambert's sole obligation for products found to be defective, and subject to the terms of this warranty, shall be, at its option, to either (i) issue a credit in the amount of the purchaser's original purchase price for the product, less any installation costs or costs previously incurred by Lambert for replacement of the product under this warranty, or (ii) replace the defective product, or portion of any product which portion determined to be defective, as the case may be. In order to make a valid claim under this warranty, (i) the product claimed to be defective must be returned to Lambert, (ii) a written claim, including a reasonable, detailed description of the defect, must accompany the product being returned, (iii) the written claim and returned products must be received by Lambert no later than fourteen (14) days after the expiration of the applicable warranty period, and (iv) Lambert must determine, in its sole discretion, that the product was defective under the terms of this warranty and that such defect is not the result of misuse, neglect, accident, modification, alteration or misapplication which would cause this warranty to not apply. **THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**