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MILL STEEL FRAMING WARRANTY

Warranties: Mill Steel Framing (“Seller”) warrants to Customer only that the material supplied (“Products”) shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery, subject to Seller’s standard practices, manufacturing variations and commercial variations. Seller makes no other representations or warranties to Customer regarding the Products and expressly disclaims all other implied or express warranties, including all warranties of merchantability and fitness for a particular purpose. This Warranty does not apply to any Product to the extent it has been subject to (1) other than normal wear and tear, or (2) improper installation, alteration, modification, or repair, tampering, negligence, abuse or accident, or (3) improper storage. Liability is limited to, at Seller’s option, repair or replacement (in the form originally shipped) of any defective Product or issuance of a credit equal to the purchase price of defective Product. Any claim for breaches of Warranty must be made by Customer immediately (and in no event later than five (5) days) after delivery of Products to the first destination to which they are shipped. Unless Customer notifies Seller in writing of any nonconformities within five (5) days of delivery of Products, Customer shall be deemed to have accepted the Products without qualification and cannot thereafter reject any Products. Once used, Products are deemed to be fully conforming to this Agreement. The above Warranty shall constitute Customer’s exclusive remedy with respect to the Products furnished hereunder. In no event shall Seller be liable or responsible to Customer or any other person for any special, indirect or consequential losses or damages, whether based on contract, tort, strict liability or other theory of law, even if Seller shall have been advised of the possibility of any such loss or damages, all such damages and claims being specifically disclaimed. In no event shall Seller’s liability exceed the purchase price of defective Product.