



# WARRANTY

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## DESCRIPTION OF SYSTEM

Wabash Valley Manufacturing, Inc.

P.O. Box 5 \* 505 East Main Street

Silver Lake, IN 46982

(hereinafter "Wabash")

Makes the following five (5) year limited warranty covering its PLASTISOL coatings and (5) year limited warranty for its powder coating, for outdoor furniture:

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## WARRANTED PERFORMANCE

Wabash warrants that the Wabash **PLASTISOL** coated products detailed will not:

- Peel, chip, crack, rot or warp for a period of five (5) five years from the date of invoice.
- Chalk in excess of numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D 4214-98 for a period of five (5) five years from the date of invoice.
- Fade or change color in excess of seven (7) "E" units (McAdam) calculated in accordance with the standard procedures specified in ASTM D 2244 for a period of five (5) five years from the date of invoice. Color measurements are to be performed on clean surfaces, free of all contaminants such as dirt, chalk, dust, mud or oxidized films

Wabash warrants that the Wabash **POWDER** coated products will:

- Meet and exceed AAMA 2604-05 (American Architectural Manufacturers Association) test specifications.
- Be free from defects in material and/or workmanship for a period of (5) five years from date of invoice

Wabash warrants that the Wabash **RECYCLE PLASTIC** material within Green Valley will not:

- Rot, splinter, decay, or suffer structural damage directly from termites or fungal decay under normal use. Be free from defects in material and/or workmanship for a period of (50) fifty years from date of invoice

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**CLAIMS FOR BREACH OF WARRANTY**

- No claim for breach of warranty can be instituted unless Wabash has been given written notice within thirty (30) days upon discovery of any alleged defect of the Wabash products covered hereunder with a statement describing with specification in which respect the alleged defect constitutes a breach of the warranty provided herein. Wabash must be given a reasonable opportunity to inspect the Wabash product claimed to be defective.
- For each proven breach of warranty pertaining to the Wabash products, Wabash's liability shall be limited to refinishing or replacing, at Wabash's discretion, any subject product showing such defect. The cost of the replacement of the subject products shall include only the cost of the necessary replacement material and transportation charges, it shall not cover any labor costs in connection with such replacement. Refinishing of the defective subject product shall be performed by using standard finishing practices and materials as selected by Wabash.
- In all cases, Wabash reserves the right to approve and/or negotiate with purchaser for such refinishing and/or replacing. All replacement parts shall be guaranteed for the balance of the original warranty period.
- Except as provided herein, Wabash shall in no way be liable for, and they are hereby excluded from any general, special, compensatory, incidental or consequential damages resulting from any defect of Wabash products.

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**CONDITIONS**

This warranty is subject to the following conditions:

- Wabash products must be installed according to the Wabash product installation instructions.
- Purchaser agrees to provide normal periodical maintenance in regard to the Wabash products.
- This warranty is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion or acts of war, accidents, misuse, abuse, neglect, vandalism or alteration.
- Wabash products erected in abnormal exposure areas, either currently existing or later created, will be outside the limits of this warranty. An abnormal exposure is defined as:
  - Any area in the vicinity of an industrial installation that may, by its nature of operation, contaminate the atmosphere with severely corrosive chemicals or airborne contaminants such as copper smelters, paper mills, fertilizer plants and similar operations.
  - For the purpose of this warranty, air pollution and smog, which are normally encountered in commercial and residential areas, as distinct from industrial areas, are not considered abnormal.
- No warranty is made with regard to gloss retention or uniformity of gloss and color retention.

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**GENERAL**

- Wabash makes no warranties whatever with respect to the Wabash products which extend beyond those set forth on the face of the warranty, and all other warranties, expressed or implied, including implied warranties of fitness for a particular purpose and implied warranties of merchantability are hereby expressly excluded, as is all liability for consequential damages and all other remedies, other than those specifically set forth herein.
- No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Wabash unless made in writing and signed by its authorized representative.

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**It is the responsibility of the purchaser to document ALL freight damage and/or freight shortage issues on the bill of lading or delivery ticket and report such issues to Wabash Valley Mfg., Inc. within 24 hours of receipt.**

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