



# CHADSWORTH COLUMNS



## CAST MARBLE CAPITALS – WARRANTY

### *LIMITED 5-YEAR WARRANTY* *(from the date of installation)*

Chadsworth's 1.800.COLUMNS® warrants our cast marble capitals to be free from defects in material and workmanship provided that the columns have been properly installed according to our instructions. We will replace or repair, at our option, any column that has failed as a result of defective material or workmanship. Our warranty does not cover labor or any failures resulting from alterations to the product after purchase. This warranty applies to the original owner of the structure to which they are attached and terminates upon the sale of the structure.

This warranty specifically excludes any and all non-defect damage; any and all damage, injuries and losses arising from unreasonable product use; damages caused by attempts to repair the product by anyone other than an authorized Chadsworth's 1.800.COLUMNS representative; any and all labor and disposal charges that are incurred for removing or reinstalling a replacement product; any and all damage, injuries and losses caused by improper installation; any and all damage injuries and losses resulting from the use of a product that involves the application of weight to the product which exceeds the specified weight limitations for that product, and freight charges. In addition, products sold by Chadsworth's 1.800.COLUMNS that are manufactured by an outside supplier are ultimately the responsibility of the outside supplier and the warranty specified herein will be honored by that supplier.

Chadsworth's 1.800.COLUMNS hereby expressly disclaims any and all other warranties, including without limitation THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty pertains to the original builder/ homeowner only and is not transferrable.

No representative or person is authorized to assume for Chadsworth's 1.800.COLUMNS any responsibility which would be either an alternative or in addition to the express warranty above. This warranty gives you specific legal rights that may vary from state to state. Some states do not allow the exclusion or limitation on how long an implied warranty lasts, so the preceding limitation may not apply to you. If you desire to make a claim under this warranty, you must notify the builder or retailer from whom the product was purchased within thirty (30) days of the date after you have, or reasonably should have, discovered the defect, and not more than twelve (12) months of the date of shipment. In the event the builder or retailer does not provide service under this warranty, send a written notification to Chadsworth's 1.800.COLUMNS – 277 North Front Street – Wilmington, NC 28401. If a warranted defect exists, Chadsworth's 1.800.COLUMNS will supply a replacement product of the same characteristics as originally furnished. Where replacement products are required and the defective product has been discontinued or is no longer available, Chadsworth's 1.800.COLUMNS reserves the right to select and supply a similar product of equal or greater value. The warranty period shall not be extended by reason of the replacement or repair of defective parts pursuant to this warranty.

Your sole and exclusive remedy in respect of any claim against Chadsworth's 1.800.COLUMNS for breach of warranty or in respect of any claim against Chadsworth's 1.800.COLUMNS based on or relating to any defect in any product delivered by Chadsworth's 1.800.COLUMNS, whether such claim sounds in contract, tort, strict liability or negligence and whether such claim is for property damage, personal injury, commercial loss or other monetary loss shall be, at Chadsworth's 1.800.COLUMNS' option, the repair or replacement of the defective part, or, if in Chadsworth's 1.800.COLUMNS' judgment, remedying the warranted defect by repair or replacement would be commercially impractical, the refund to you of that part of the invoice price for the defective part which has been theretofore paid by you.

CHADSWORTH'S 1.800.COLUMNS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any lost profits, interruption of operations, personal injury, property damage, labor, shipping or other costs incurred by you as a result of such defect or incident to the repair or replacement of, or inability to use, any product of Chadsworth's 1.800.COLUMNS. No employee, agent or other person is authorized to give any warranties on behalf of Chadsworth's 1.800.COLUMNS in addition to or different from those herein given or to assume for Chadsworth's 1.800.COLUMNS any other liability in connection with any of its products except in writing which is signed by an officer of Chadsworth's 1.800.COLUMNS and expressly and intentionally gives such warranties or assumes such liability.

This warranty constitutes the full extent of Chadsworth's 1.800.COLUMNS' responsibility and is in lieu of all other express warranties. NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS OR SERVICES SUPPLIED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

All sales of Chadsworth's 1.800.COLUMNS' products are made pursuant to Chadsworth's 1.800.COLUMNS' Terms and Conditions of Sale, which are adopted and incorporated herein by this reference. In the event of any conflict between the terms of this Limited Warranty and Chadsworth's 1.800.COLUMNS' Terms and Conditions of Sale, the Terms and Conditions of Sale shall control.