



# CHADSWORTH COLUMNS



## POLY-COMPOSITE CAPITALS – WARRANTY

### *LIMITED 5-YEAR WARRANTY*

Limited Warranty, Warranty Claims, Limitations for Actions or Suits. Chadsworth Incorporated hereby expressly warrants its goods, specifically its Polymer Stone product, against defects in workmanship for a period of five (5) years from date of delivery or installation, whichever comes first. Polymer Stone is a cast stone product and an alternative to stone: holes, protrusions, cavities, chips, etc. are not defects. In no event shall Chadsworth Incorporated be liable for any warranty claim arising from: excessive wear and tear; vandalism; usage in a manner inconsistent with the normal or intended usage of such goods and services; misuse; neglect; improper maintenance; work or omission by any other person or party, including but not limited to contractors, tradesman, installers, architects, or others not under the direct supervision and control of Chadsworth Incorporated; products not manufactured by Chadsworth Incorporated, whether provided by Chadsworth Incorporated or not, but used in combination with Polymer Stone products, including but not limited to: handrails, light fixtures, securing hardware, screws, or nails. Cracked newel posts are not covered under this warranty.

Rails spanning more than 12 feet are not covered under this warranty. Split columns not installed within 7 days of receipt are not covered by this warranty. White colored products are meant for paint-grade purposes and any discoloration is not covered under this warranty. Polymer Stone colors will fade or darken with time. Failure by customer to adhere to contract terms, including timely payment, voids all warranties. Written notice of a warranty claim must be made to Chadsworth Incorporated's office within said period, or within 14 days of discovery of the alleged defect, whichever term is shorter. Any action or suit against Chadsworth Incorporated arising out of or relating to this Limited Warranty must be commenced within six (6) months after the cause of action has accrued.

LIMITATION OF LIABILITY AND DISCLAIMER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE WARRANTY CONTAINED AND LIMITED HEREIN AND THE EXPRESS WARRANTY OF GOOD TITLE, ARE THE ONLY WARRANTIES EXTENDED OR OFFERED BY CHADSWORTH INCORPORATED, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CHADSWORTH INCORPORATED'S OBLIGATIONS UPON BREACH OF WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AND SERVICES PROVIDED BY CHADSWORTH INCORPORATED, AND IN NO EVENT SHALL RCI HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ALLOWANCE SHALL BE MADE FOR ANY EXPENSES INCURRED BY ANY PERSON OR PARTY IN REPAIRING OR REPLACING ANY OTHER PORTION OF ANY BUILDING, STRUCTURE OR THE PERSONAL PROPERTY CONTAINED THEREIN, SAVE FOR THE GOODS AND SERVICES OUTLINED IN THE PROPOSAL. CHADSWORTH INCORPORATED'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE SALE PRICE OF THE GOODS AND SERVICES, NET OF ANY TRANSPORTATION AND SHIPPING CHARGES. IN THE EVENT OF A BREACH OF THE WARRANTY OR ANY OTHER PROVISION HEREOF BY CHADSWORTH INCORPORATED, CHADSWORTH INCORPORATED SHALL HAVE THE OPTION TO REPLACE THE DEFECTIVE GOODS AND SERVICES OR REFUND THE MONIES PAID BY THE CUSTOMER.