

# LIMITED ONE YEAR WARRANTY

Speakman warrants to its purchasers only ("Buyer") for a period of one year from the date of purchase, that goods sold by Speakman under the terms and conditions contained herein conformed to Speakman's internal manufacturing specifications at the time of such good's manufacture; any goods that may prove to have had a nonconformance within one year after purchase from Speakman will be, at Speakman's sole option, replaced or repaired; provided that Speakman does not guarantee or warrant the appearance of the finish due to varying atmospheric conditions, and the finish warranty is limited to materials and workmanship at time of delivery. The need for continuing improvement of products and other factors require the making of changes from time to time in product design, material specifications and roughing-in dimensions. Therefore, Speakman does not warrant that its products as delivered conform to the description in its catalogs and other literature and such conformity is not part of the basis of the bargain between Speakman and the Buyer.

THE ABOVE LIMITED ONE-YEAR WARRANTY CONTAINS THE ONLY WARRANTY MADE BY SPEAKMAN. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. BUYER AGREES THAT SPEAKMAN SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR PUNITIVE DAMAGES EVEN IF SPEAKMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO BUYER. THE WARRANTY PROVIDED BY SPEAKMAN GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

Buyer's sole remedy for Speakman's breach of the warranty herein shall be, at Speakman's sole election, the replacement of the nonconforming goods with conforming goods, or the replacement of the nonconforming goods with goods conforming to Speakman's specification at the time of such replacement, or repair of nonconforming goods. Speakman's liability to Buyer shall in no event exceed amounts paid by Buyer to Speakman of the nonconforming goods, and Buyer releases Speakman from all claims and liabilities in excess of this limitation. Replacement or repair of the products returned to Speakman as specified above will occur only after Speakman has received the returned product, reviewed the reasons for return, and confirmed that the returned goods were in fact in breach of warranty, which review and determination will occur within thirty (30) days after receipt of the returned material. Buyer will bear all expenses and all risk of loss in connection with the return of any products hereunder; provided that Buyer will be reimbursed by Speakman for the cost of transportation to Speakman of those products returned which Speakman determines to be in beach of warranty. No returned material claimed to be defective by the Buyer will be accepted without Speakman's previous written permission setting forth the manner under which such return may be made. Speakman will not accept any charges for labor or expense required to replace defective material or damage caused thereby and any claim for damages, including consequential damages, is excluded. Buyer's remedies expressly set forth herein are Buyer's exclusive remedies in connection herewith. Buyer waives all other remedies, statutory or otherwise including, without limitation, the remedies of specific performance and replevin. The warranty on Products of other manufacturers sold by Speakman is further limited to the warranty extended to Speakman by such manufacturers. Any action brought by Buyer in connection with Speakman's performance hereunder must be commenced within one year after such cause of action accrues or will be deemed waived. Speakman neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its products, except in the case of express warranties which may be issued only by Speakman in writing when at Speakman's sole discretion, occasions or circumstances may require such warranties For questions concerning Speakman's warranty, contact Speakman Company at 1-800-537-2107 or write to Speakman Company at PO Box 191, Wilmington, DE 19899-0191.

**SPEAKMAN**<sup>®</sup>

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