

CHAPMAN LUMBER INC

224 Watertown Road, Thomaston, CT 06787
860-283-6213 Fax 860-283-0611

WARRANTY REPLACEMENT OF SPECIAL ORDER PRODUCTS POLICY & PROCEDURE

Installation, finishing and maintenance must be performed in accordance to the product manufacturers recommendations to comply with warranty requirements for products to be repaired, replaced or refunded under the specific manufacturers warranty.

Manufacturer warranties do not include non-conformities or damages attributable to or arising from:

- Minor scratches or minor visual imperfections
- Negligence; improper use, installation, finishing, maintenance or operation inconsistent with manufacturers recommendations and written instructions that are generally available in the Manufacturers Product Manuals and/or as updated by bulletins or other written communications or the manufacturers Worldwide websites.
- Improper pre-installation storage, including inadequate shelter or venting of products
- Misapplication or faulty building design or construction
- Product reinstalled after removal from its original installation
- Normal wear and tear
- Minor variations in color or imperfections that do not affect the structural integrity or do not permanently and materially obstruct normal performance of product.
- Accidental breakage, including damage caused by debris or foreign objects, acts of nature, or breakage that may occur under conditions exceeding the Product's performance parameters

MANUFACTURERS LIMITATION OF LIABILITY

The liability under the warranty of any manufacturer is: to provide a replacement of the product without charge in the same stage of fitting and finish as was originally purchased, repair the product without charge, or refund the purchase price, as the manufacturers liability set forth in the products warranty.

In no event, will the seller or manufacturer be liable for incidental, consequential, indirect, special, or punitive damages including, but not limited to damage of any kind to a premises, loss of product use, reinstallation, labor, removal, refinishing, temporary/permanent relocations of residents or property, loss of profits/revenue, interest, lost goodwill, work stoppage, impairment of other goods or work, increased operating expenses, emotional distress claims, or claims of third parties for such damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence) or otherwise, even if advised of the possibility of such damages.

Manufacturers limited warranties provide specific legal rights but the warranty holder may have other rights, which vary from state to state. If the manufacturers limited warranty is deemed to have failed of its essential purpose, in no event will the manufacturers entire liability exceed the lesser of the products or the non-conforming component' purchase price.

I, _____ have read and fully understand the manufacturers warranty and liability in replacing, repairing or refunding the product. I furthermore have read, understand and agree to the manufacturers and sellers liability set forth herein. I hereby accept:
REPAIR REPLACEMENT REFUND of the product as specified in the manufacturers warranty and described below.

Product description, issue and action to resolve issue

Signature _____ Date _____