

## **ACCORD VENTILATION PRODUCTS LIMITED LIFETIME WARRANTY.**

*Accord Ventilation Products* warrants, to its initial purchaser only, that its "PROFESSIONAL SERIES" registers, grilles and diffusers, which are delivered to this initial purchaser will be the kind described in the order or price list and will be free of defects in workmanship or material as long as you own the product.

Should any failure to conform to this warranty appear for as long as the initial purchaser owns the product, *Accord Ventilation Products* will, upon written notification thereof and substantiation that the goods have been stored, installed, maintained and operated in accordance with *Accord Ventilation Product's* recommendation and standard industry practice, correct such defects by suitable repair or replacement at *Accord Ventilation's* own expense. If any product alleged to be defective, is returned to our factory. It will be examined and, if found to be defective under the warranty, it will be replaced at no charge.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT.

Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of *Accord Ventilation Products* to our initial purchaser, with respect to the goods, whether based on contract, negligence, strict tort or otherwise.

LIMITATION OF LIABILITY: *ACCORD VENTILATION PRODUCTS* SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS, OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF OUR INITIAL PURCHASER. THE REMEDIES OF OUR INITIAL PURCHASER, AND ALL OTHERS, SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF *ACCORD VENTILATION PRODUCTS* WITH RESPECT TO SAME SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF GOODS UPON WHICH SUCH LIABILITY IS BASED.