



## **WARRANTIES LIMITATIONS AND RESPONSIBILITY**

The complexities of modern business make it necessary to state warranties in legal terminology. The result is a statement of policy which seemingly offers no protection to the customer regardless of what occurs. Since most of us are not lawyers, we tend to rely on companies whose products or services we know to be of good quality, and through our experience, companies of good reputation in the market place. We feel that our company offers both of these attributes to our customers.

Our warranty, which follows, is written using the same terminology as others you will read. The quality of our products, however, is unequalled in the industry and our reputation for fairness is above reproach. We are proud of the fact that there are very few ex-Hamilton customers in the business.

### **Dual Responsibility**

While the industry does not have an official 'rule book' and most problems are resolved by verbal discussions, our approach is to react quickly to customer complaints, thoroughly investigate the problem and offer a solution as soon as possible.

We feel the professional applicator should accept his fair share of responsibility whenever a problem is encountered and we solicit your assistance in the following ways:

- 1) Store, use and apply the materials in accordance with our recommendations and good job practices.
- 2) Maintain regular and adequate supervision of work in progress, monitor quality and conditions frequently and identify any problems as soon as they occur.
- 3) Report problems immediately to our office or sales representative.
- 4) Furnish any pertinent information you may have regarding job or weather conditions and method of application or mixing.

With your cooperation and our background in the industry, most problems can be solved quickly. Whatever the situation, we assure our customers of fair treatment and a diligent effort to minimize problems as they occur.

### **The following is our official warranty.**

Hamilton Drywall Products warrants its products and goods to be free from defects in material and workmanship. This warranty is non-assignable and excludes all other warranties whether expressed or implied.

Hamilton shall not be liable for incidental or consequential losses or expenses arising from the sale, handling or use of their products. Neither shall there be any liability on the part of Hamilton Drywall Products for loss or damage caused by improper use, storage, or application of their products.

In any event, the liability of Hamilton Drywall Products shall be limited to the replacement of goods furnished, either by actual replacement of goods or by crediting the buyers account for an amount equal to the original purchase price of the goods.

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