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## **SecureCoat™ LIFETIME FINISH WARRANTY**

Subject to the limitations of liability set forth below, Hager Companies (the "Company") warrants to the original purchaser (the "Purchaser") that the products bearing the finish sold under the trademark SecureCoat™ and purchased through an authorized distributor of the Company, will not chip, peel or tarnish for as long as such product is owned by the Purchaser. The warranty does not cover defects or damage to the finish arising from improper installation, incorrect application, lack of or improper maintenance, improper storage, shipping and handling, ordinary wear and tear, misuse, abuse, accident, unauthorized service, or use with unauthorized products or parts or use in a manner or for a purpose other than that intended by the Company.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE FINISH IS LIMITED IN DURATION, ARE HEREBY EXCLUDED.

The sole and exclusive liability of the Company under this warranty or otherwise, shall be limited to the repair or replacement of any product or component part which shall prove defective to the original purchaser from the Company. The Company will not pay for the costs or repair performed other than in accordance with this warranty. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL THE COMPANY'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCTS PROVIDED BY THE COMPANY GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. PURCHASER AGREES THAT IN NO EVENT SHALL THE COMPANY'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM USE OF THESE PRODUCTS, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment. The foregoing limitations and exclusions are intended to be effective to the maximum extent permitted by law. This warranty is governed by the law of the State of Missouri without regard to its conflicts of law principles. The company and purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to sales of the products covered by this warranty.

Written notice of a product believed to be defective as covered by this warranty should be sent to Hager Companies, 139 Victor Street, St. Louis, MO 63104, USA, within 30 days from the discovery of the alleged defects, and should include the purchaser's name and address, identification of the product, and brief description of the defect. Upon receipt of such notice, the Company will inform the purchaser where to ship such product, shipping charges prepaid, for examination. In the event such examination reveals a defect covered by this warranty, the Company will, at its own option, repair or replace the product, and return it or the replacement to the purchaser, with charge only for transportation.