

Standard Limited Warranty

Bommer Industries, Inc. (~~Bommer~~) warrants to purchaser that, for a period of one year from date of delivery, the Builders Hardware and Postal Specialties products (with the exception of 4C postal products which are covered under a separate limited warranty) manufactured by Bommer under the ~~Bommer~~ trademark or trade name are free from defect in workmanship and materials under normal use and regular service and maintenance. This warranty does not cover defects or damage arising from improper installation, 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. This warranty is subject to the limitations of liability set forth below.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY BOMMER WITH RESPECT TO THE PRODUCTS SOLD 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 AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

Written notice of a product covered by this warranty, and believed to be defective, must be sent to Bommer Industries, Inc., PO Box 187, Landrum, South Carolina 29356, within 30 days from the discovery of the alleged defects. The notice should include the purchaser's name and address, identification of the product, and a brief description of the claimed defect. Upon receipt of such notice, Bommer will issue a Return Material Authorization (RMA) and Call Tag for the product in question for examination. In the event examination reveals a defect covered by this warranty, Bommer will, at its option, repair or replace the product, and return it or the replacement to the purchaser.

The sole and exclusive remedy of the purchaser, under this warranty or otherwise, shall be limited to repair or replacement of any products or component parts which are defective. Bommer will not pay for the costs of repair performed other than in accordance with this warranty. In no event will Bommer's liability to the purchaser and/or its customers include incidental, consequential or punitive damages resulting from the use of these products, regardless of the form of the cause of action, whether based in contract, or tort.

The foregoing limitations and exclusions are intended to be effective to the maximum extent permitted by law. This warranty is governed by the laws of the State of South Carolina without regard to the conflicts of law principals. Bommer and purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the sales of the products covered by this warranty.