



VESTSHELL INC.  
**Manufacturer's product warranty**

Vestshell warrants that its products will conform to the agreed upon specifications and will be free from defects resulting from faulty workmanship or defects in materials to which this original manufacturer's warranty applies.

This limited warranty with respect to products manufactured by Vestshell applies only if such products have been properly stored, adequately protected from weather, moisture and rain, and handled, machined, installed and used in accordance with the applicable manufacturer's instructions and applicable codes and standards.

This warranty does not apply, however, to problems which may be perceived as design or manufacturing defects, but which are in fact due to :

- prolonged exposure of the products to water, weather conditions or inclement weather, including but not limited to fire, flood, natural disaster or any other cause beyond the control of Vestshell;
- an OEM product that proves defective due to factors that may include, but are not limited to, defects in processing, installation or assembly or the use of improper practices
- any damage to the product that occurs during delivery, receipt and after acknowledgement;
- failure to comply with applicable guidelines, safety rules, standards and best practices in machining, installation and assembly;
- any modification of the original product after delivery;
- the presence of corrosive liquids, solvents, abrasives or other elements that may degrade the product when stored, modified or installed;
- the application of any treatment intended to ensure their preservation or any other coating not approved or recommended by the manufacturer;
- inadequate ventilation, prolonged or repeated exposure to water or damp conditions;
- any other abnormal or improper use of the product, any use otherwise contrary to the instructions and/or indications, or any use of the product under abnormal conditions or conditions not intended by the manufacturer.

IN THE EVENT OF MANUFACTURING DEFECTS COVERED BY THIS WARRANTY, VESTSHELL WILL PAY THE COST OF REPLACING OR REPAIRING THE PRODUCTS COVERED BY THIS WARRANTY. IF APPLICABLE, VESTSHELL AGREES TO ISSUE A LIMITED CREDIT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT CLAIMED, SUBJECT TO THE AUTHORIZATION OF THE QUALITY ASSURANCE MANAGER, WHO SHALL NOT UNREASONABLY WITHHOLD CREDIT. VESTSHELL'S TREATMENT OF ANY CLAIM IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED THE SOLE AND EXCLUSIVE REMEDY IN ASSOCIATION WITH THE BREACH OF THE FOREGOING WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, VESTSHELL SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY. IN THE EVENT OF A CLAIM UNDER THIS WARRANTY, VESTSHELL'S LIABILITY SHALL BE LIMITED TO THAT WHICH IS EXPRESSLY STATED IN THIS WARRANTY. VESTSHELL SHALL NOT BE LIABLE FOR ANY OTHER FORM OF DAMAGES. THIS WARRANTY TAKES PRECEDENCE OVER AND REPLACES ALL OTHER STATEMENTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCT.

If applicable, any and all claims under this warranty must be submitted, in writing, immediately upon discovery of the manufacturing defect and in any event within thirty (30) days of such discovery. All in accordance with Form 8.2-WI03-06, General Conditions of Sale Section, Article 9.

VESTSHELL INC.  
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Please contact one of our representatives if you need more information.