

HERESITE PROTECTIVE COATINGS LLC
LIMITED WARRANTY

The following sets forth our warranty with respect to our products. Because of matters beyond our control we distinguish between those situations in which we are the applicators and those in which we merely supply materials.

Application: We warrant our application to be free from defects in material and workmanship for a period of 12 months from date of shipment to the original purchaser.

Coatings: We warrant our coatings to comply with the composition, formulation and specifications set forth in our published specification sheet for a period of 12 months from date of shipment to the original purchaser.

THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. NO PERSON, FIRM OR CORPORATION IS AUTHORIZED TO ASSUME ON OUR BEHALF ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS.

We accept no responsibility for (i) suitability of our products for an unspecified purpose, (ii) misuse or (iii) any product the formulation of which has been tampered with or combined with foreign elements, (iv) damage to any product caused by mishandling, abuse, improper storage, or improper preparation or application, or (v) any product which was not applied in accordance with our instructions.

Our obligation under this warranty is limited to repairing or replacing; at our option, any application or coating which has been returned to our factory at Manitowoc, Wisconsin, transportation charges prepaid. WE ASSUME NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR PRODUCTS OR PERFORMANCE.

Shortage: Any claims for shortage shall be deemed waived unless made in writing to the factory within 15 days after receipt of shipment and shall be submitted by the purchaser in such detail to enable seller to lodge a claim with the carrier, if appropriate. Our responsibility for shipment cases upon delivery to a carrier, and any claims for delays or damages known to occur thereafter shall be made by the purchaser directly to the carrier.