

TVM LIMITED WARRANTY

TVM Extruded Products™

Product Quality – TVM Building Products warrants the original purchaser against all product or part (hereinafter “product”) defects in material and workmanship at the time of delivery.

TVM’s obligation under this warranty is limited to replacement, without charge to the original Purchaser, of any product found to be defective and shall in no event be liable for incidental or consequential damages. Any obligation to replace defective products shall not include the cost or expense of any labor necessary for the replacement of the defective materials, but only the provision of the replacement materials. TVM’s liability, expressed or implied, is limited to the stated selling price of any goods found to be defective. Furthermore, TVM shall have no obligation under this warranty for any defects, malfunction or failures caused by misuse, negligence, or accidents not attributable to TVM. The obligation under this warranty applies only where thorough examination of the product by TVM, shall disclose to its satisfaction that the product was defective when sold to the original Purchaser. A return authorization code must be obtained from TVM prior returning the product. Copies of the original sale and delivery slip must be also be included. TVM’s sole liability herein shall be to replace the product in question at its own expense. The foregoing warranty shall constitute the exclusive remedy of the Purchaser and the exclusive liability of TVM.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND TVM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORALLY IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWSOEVER ARISING, MAY BE RECOVERED AGAINST TVM.