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## **SYMBIO® by ENVIRONAMICS Warranty**

Environamics or its agents (the "Company") warrants its products to be free from defects in material and workmanship from the date of initial delivery for the applicable warranty period specified below, when the products are installed and used in accordance with the Company's published instructions. The Company's warranty extends only to original purchasers acquiring new products directly from the Company, its authorized dealers or others specifically authorized by the Company to act as resellers of its products. Symbio™ Movable Wall products must be installed by an individual who has received training and certification from Environamics, Inc.

The warranty applies to Company catalog product only. Hardware and accessories such as, but not limited to, locksets, electronic strikes and door closures specified by others for a project will be warranted by their manufacturer. Such warranties will be passed on to the customer. Company makes no warranty of products not manufactured by Company.

Because of natural variations over which the Company has no control, this warranty does not extend to color, grain or texture of wood, vinyl or fabric wall coverings, and the Company does not warrant matching of color, grain or texture. No warranty is made with respect to nonstandard materials selected by and used at the request of the customer.

A twelve (12) year warranty period (for labor and materials) applies to all Company products.

Defective goods must be returned to Company, Inc. for repair. The cost of shipment is to be paid by the customer.

The Company's obligation and the purchaser's remedy pursuant to the foregoing warranty are limited as follows: repair or replacement, at the Company's discretion, F.O.B. the Company's plant. Purchasers may be required to establish that a claim is within the warranty period by producing the invoice for the product or such other evidence as may be reasonably satisfactory to the Company.

The Company makes no warranty to purchasers who acquire products for personal, family, or household purposes. No person, firm or corporation is authorized to assume for the Company any liability in connection with the sale or installation of the Company's products except as stated above. THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH ABOVE, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANT LIABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. The Company's sole obligation is to repair or replace the defective product. The remedies stated herein are expressly agreed to be exclusive as a condition of sale, and the Company's liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which any claim might be based, including breach of contract, warranty, negligence or strict liability of tort.

## **Service**

Service problems will be handled by ENVIRONAMICS, Inc.

All orders will be shipped surface transportation with title passing to customer upon delivery to carrier from ENVIRONAMICS, Inc. plant or distribution point.