MATERIAL & INSTALLATION WARRANTY

FIVE YEAR

PROJECT/OWNER: _____

BUYER: _____ **DATE OF INSTALLATION:** _____

PRODUCT(S): _____
(Quantities as per Invoice)

Sample

Watson Bowman Acme ("WBA") and the Approved Installer ("INSTALLER") jointly warrants to the building owner ("Owner") that the Watson Bowman Acme brand products supplied to Buyer per WBA's invoice furnished to Buyer (the "Products"), shall be free from manufacturing defects for a period of five (5) years from the date of installation. WBA shall have no obligation under this warranty if Owner subjects materials to improper conditions (Refer to WBA's Technical Product Data Sheets at www.wbacorp.com). WBA's responsibility and obligation under this Warranty shall become effective only upon payment in-full for the Products furnished by WBA and installation provided by INSTALLER for this project.

Owner, Installer and WBA agree that Owner's sole and exclusive remedy under this warranty shall be replacement of the defective Products without charge to Owner, F.O.B. jobsite, provide equipment and labor to remove all defective Products, and perform all necessary surface preparation and re-application of all replacement Products. ANY CLAIMS UNDER THIS WARRANTY SHALL BE MADE IN WRITING ADDRESSED TO WBA AND INSTALLER WITHIN THIRTY (30) DAYS FROM THE DATE OF THE ALLEGED FAILURE, INCLUDING INFORMATION AS TO THE SPECIFIC LOCATION AND NATURE OF THE CLAIMED FAILURE. A REPRESENTATIVE OF WBA AND INSTALLER SHALL BE GIVEN REASONABLE OPPORTUNITY TO INSPECT THE ALLEGED FAILURE.

WBA AND INSTALLER EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE with respect thereto, including, but not limited to, any inaccuracy or ambiguity, or any results to be obtained therefrom.

IN NO EVENT, SHALL WBA OR INSTALLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR OTHER DAMAGES OF ANY KIND, WITH RESPECT TO THE USE OF THE PRODUCTS, OR IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (BE IT FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF USE.

It is further agreed and understood that the price stated for the Products and Installation is consideration for the limitation of WBA's and Installer's liability hereunder. The sales personnel of WBA are not authorized to make warranties or representations, whether oral or written, about the Products described in this contract. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement and supercedes all prior agreements, warranties, or statements regarding the project. This Warranty cannot be amended, altered or modified in any way except in writing signed by an Officer of WBA or a person to whom his authority has been delegated in writing.

WBA

Watson Bowman Acme Corp.
95 Pineview Drive
Amherst, NY 14228
Phone (716) 691-8162 Fax (716) 691-9239

INSTALLER

Phone Fax

Sample

_____
Officer of Material Supplier Company

_____
Officer of Approved Installer Company