

## **American Clay Enterprises, LLC Warranty**

American Clay Enterprises, LLC expressly warrants that, for a period of (1) one year from the date of first sale, (LOMA™, LOMALINA™, PORCELINA™, MARITTIMO™, ENJARRE™, FORTE BASE, FORTE FINISH, FORTE WHITE, AMERICAN CLAY MUD GLUE, AMERICAN CLAY PRIMER SAND, AMERICAN CLAY UP & EZ!, AMERICAN CLAY PLASTERPLUS, AMERICAN CLAY LIME PUTTY or AMERICAN CLAY COLOR PACKS) will be reasonably free of defects in materials and workmanship, and that when properly handled and fabricated, will conform, within accepted tolerances, to applicable manufacturing specifications. This limited warranty only applies to products which are stored, handled, fabricated and installed in the manner recommended by American Clay Enterprises, LLC. American Clay will furnish an equivalent amount of product at no cost or will refund the purchase price, at manufactures discretion. This guarantee does not include labor or the cost of labor for product application. Due to the variety of uses and applications to which American Clay brand products may be put, AMERICAN CLAY CAN MAKE NO WARRANTY THAT THESE PRODUCTS ARE SUITABLE FOR ANY PARTICULAR PURPOSE AND CAN MAKE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH ABOVE.

Buyer's exclusive remedy for any loss or claim resulting from the use or inability to use this product shall be replacement of the defective product or, at the option of American Clay Enterprises, LLC, return of the product and refund of the purchase price.

IN NO EVENT SHALL AMERICAN CLAY ENTERPRISES, LLC BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY LOSS OR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES.

This limited warranty gives the purchaser of American Clay Enterprises, LLC brand products specific legal rights. Other rights may be available which vary from state to state, province to province, country to country.

Any information or suggestion concerning applications, specifications or compliances with codes and standards is provided solely for your convenient reference and without any representation as to accuracy or suitability. American Clay disclaims any legal responsibility. The user must verify and test the suitability of any information or products for the specific application.

<u>Customer Assistance</u>: Customer and technical assistance may be obtained through your local American Clay products distributor or from American Clay Enterprises, LLC trained representatives in sales offices throughout the country. For technical assistance, contact your distributor or sales representative, or write the company directly at the address below.

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