



10983 Leroy Drive, Northglenn, CO 80233 • Phone: (800) 228-9636 • Fax (303) 457-2801

NATIONAL GREENHOUSE CO. – LIMITED WARRANTY

LIMITED WARRANTY: National warrants to the original Customer of the products set forth in the Purchase Agreement that all products manufactured by National will be free from material defects in materials and workmanship for a period of twelve (12) months from date of receipt by the Customer; provided, however, that customer shall give written notice to National within 10 days after any defect is discovered by Customer or should have been discovered by Customer. Any structural parts proved to be defective in this period will be replaced by National. This warranty does not apply to materials which have, in National's sole judgment, been subjected to misuse, negligence, accident, alteration or abuse. All Materials sold to customer which are not manufactured by National, including without limitation, coverings, fans, heaters, controllers and any other peripheral equipment carry only the guarantee or warranty made by the manufacturer thereof and are not covered by the above or any other warranty of National and the customer must submit any claims directly to such manufacturer. This warranty shall not cover labor costs to install the replaced parts, freight for replacement parts, equipment or accessories, or other costs or expenses that might be incurred as a result of defective parts, equipment or accessories. This warranty also shall not include the installation of products unless such installation is separately contracted with National Greenhouse Company at its home office. This warranty also does not cover loss of time, inconvenience, loss of use of the greenhouse or other matters not specifically included. Customer specifically agrees that National's products, whether manufactured by National or by others are not within National's control once delivered to Customer and that the products may be put to uses that are wholly unknown to National. Customer agrees to use the products in a reasonable manner, to inspect the products regularly, and to be vigilant for the safety of itself and others. Customer shall have no remedy against National for delivery of nonconforming product other than to require replacements with conforming product as provided herein. **NATIONAL SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EXCEPT FOR THE REMEDY EXPRESSLY STATED ABOVE, IN NO EVENT SHALL NATIONAL BE LIABLE TO CUSTOEMER OR TO ANY THIRD PARTY (AND CUSTOMER SHALL NOT FILE, AND SHALL INDEMNIFY AND HOLD NATIONAL HARMLESS FROM, SUCH CLAIMS AGAINST NATIONAL BY CUSTOMER OR ANY THIRD PARTY), FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUR LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR CROPS, RESULTING FROM ANY CAUSES WHATSOEVER (INCLUDING WITHOUR LIMITATION, CLAIMS ARISING FROM MALFUNCTION OR DEFECTS IN THE PRODUCTS OR NON-DELIVERY OF PRODUCTS, OR DELAY IN DELIVERY, DELAY IN COMPLETION, STRUCTURAL FAILURE, MECHANICAL FAILURE, DAMAGE CAUSED BY EXCESSIVE SNOW OR WIND LOADS, AND THE FAILURE OF ANY END USER TO MAINTAIN ADEQUATE INSIDE HEAT, EVEN IF NATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NATIONAL'S MAXIMUM CUMULATIVE LIABILTY FOR ANY CLAIM ARISING OUT OF ANY ORDER SHALL NOT EXCEED THE AMOUNT PAID TO NATIONAL BY CUSTOMER UNDER THIS ORDER.**

CUSTOMER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM THAN THOSE APPERING IN THIS AGREEMENT. NO NATIONAL EMPOLYEE, AGENT NOR ANY OTHER PERSON IS AUTHORIZED TO ASSUME FOR NATIONAL ANY RESPONSIBILY OR LIABILITY OTHER THAN THOSE APPERING IN THIS AGREEMENT.

What to do if there is a question regarding Warranty. The satisfaction and good will of buyers of National Greenhouse products are of primary concern to the company. In the event that you have a warranty question the following is suggested:

National Greenhouse Company 1-800-303-1543