

Aluminum Finish Warranty Powder Coatings

HAPCO warrants its factory-applied powder coatings on Aluminum Poles will not fail or substantially deteriorate when the coated product is properly utilized and subjected to normal climatic exposure for a period of FIVE (5) YEARS from the date of shipment (“Warranty Period”). If during the Warranty Period, the aluminum pole exterior coating exhibits any cracking, peeling or excessive fading, Hapco will repair or replace the defective coating at its option, at no charge to the Purchaser, if the Purchaser promptly notifies Hapco in writing and furnishes proof of purchase when such failure or deterioration becomes evident.

Damage to the finish coating caused by improper handling during shipment and placement in service, or damage or failure caused by acts of God, falling objects, external forces, explosion, fire, riots, civil disturbance, acts of war, radiation, misuse or abuse in application or any other such occurrences beyond Hapco’s control, is excluded.

The liability of Hapco under this warranty, or for any loss or damage arising out of or connected with the design, application, sale or use of the exterior coating, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the original coating which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. Hapco shall not be liable for any special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment, substitute equipment cost or labor charged to remove or reinstall defective product, nor any product transportation expenses to and from Hapco’s process plant if factory replacement of the defective coating is necessary. Authorization must be obtained from Hapco before any product is returned.

HAPCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAPCO SHALL NOT BE LIABLE FOR ANY OTHER LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES AND BACK CHARGES.

The foregoing states the Buyer’s sole remedy for any breach of warranty by Hapco.

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