



LIMITED 5 YEAR WARRANTY

These "TERMS and CONDITIONS of SALE" govern the sale and purchase of products. Since Contract Packaging Inc. has no control over application of the products or quality of the substrate to which it is applied or other factors of importance, Contract Packaging Inc. makes the following limited warranty.

- I. Once buyer has accepted and met the terms and conditions of sale, and buyer has inspected and tested the product prior to installation, Contract Packaging Inc. shall warrant and guarantee that it's products will be free of manufacturing defects and will conform to the written technical data and performance properties set forth.
- II. Therein upon proof of non-conformance by the buyer, Contract Packaging Inc. will replace any product that does not conform to the written technical data and performance properties or will refund the purchase price of products, if discovery of non-compliance with the written technical data and performance properties and a proper claim is made within one year of delivery of products.
- III. No representative, agent, and distributor of Contract Packaging Inc. is authorized to change or modify the technical data and performance properties of this limited warranty in any way, or add provisions to standard terms and conditions of sale.
- IV. Contract Packaging Inc.'s products are sold subject to the express limited warranties contained herein. The liability of Contract Packaging Inc. whether based on its warranty, contract or otherwise, shall in no case exceed the purchase price for the product and does not include incidental or consequential damages.
- V. Additional warranties, expressed or implied, and any warranty of merchantability or fitness for a particular purpose are hereby excluded.
- VI. Buyers agrees that Contract Packaging Inc. assumes no liability for consequential damages of any kind, which result from the use or misuse of the products sold hereunder.
- VII. In the event that the buyer provides proof, prior to installation, of any products received that do not conform to the written technical data and performance properties, or if the buyer proves that such goods were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment, or credit of the purchase price, or replacement of the nonconforming goods, at the option of Contract Packaging Inc., such remedy being exclusive of all others and the sole remedy available to the buyer.
- VIII. Buyer hereby expressly waives any claim to additional damages.
- IX. Commercial Warranty is limited to Kover Krete's Two Part System Only. Kover Krete™ Instant is not covered.
- X. Buyer must show proof of purchase and supply lot numbers on all allegedly defective Kover Krete™ Products used.