

WARRANTY

ACP International of Arlington, Texas

- (1) **WARRANTY COVERAGE.** ACP International of Arlington, Texas warrants to any purchaser of ACP Products for other than personal, family or household uses that the products will be free of defects in materials and workmanship appearing within one year after the original sale. ACP further warrants that our products, if utilized properly for power, telephone, water, pipeline, gas, sewer, cable, or any other utility line, properly installed without damaging the ACP product, will remain functional for the following periods: Signs and Polydomes -- 10 years. Splice Sleeves--15 years, Decals -- 7 years. Tags -- 7 years.
- (2) **ACP OBLIGATIONS.** ACP will at its option, repair, replace or refund the purchase price of any defective products, upon the Purchaser's compliance with the "Warranty Claims Procedure" described below. ACP's sole liability, and the Purchaser's sole remedy, for any breach of the warranty of legibility will be for ACP to replace (not including installation/attachment) any illegible product. ACP will return any products repaired or replaced under this warranty by truck, UPS, or U.S. Mail, at ACP's option. The purchaser will be responsible for the cost of any other method of shipment, including airfreight.
- (3) **WARRANTY CLAIMS PROCEDURE.** The purchaser of any product claimed to be defective must: (a) notify ACP of the defect, in writing, during the warranty period, (b) provide proof of purchase to ACP, and (c) if requested by ACP ship the defective product to ACP, FOB ACP's factory, for inspection and evaluation. The Purchaser of any product claimed to be illegible must (a) notify ACP of the illegibility, in writing, during the warranty period, (b) provide proof of purchase to ACP, and (c) send a photograph of the illegible product to ACP.
- (4) **ITEMS NOT COVERED.** ACP will not be responsible for: (a) the cost of removal of defective products or the installation of repaired or replaced products, (b) depreciation or damage caused by normal wear and tear, accident, abuse, vandalism, improper maintenance, normal use, use other than in accordance with ACP's instructions, or improper protection in storage, or (c) products that have been modified or altered other than with the prior written approval of ACP.
- (5) **NO OTHER WARRANTIES.** This warranty is exclusive and in lieu of all other warranties, expressed or implied. ACP expressly disclaims and excludes any implied warranties of merchantability, fitness for any particular purpose or that ACP products are free of the rightful claim of any third party for infringement of trademark or other proprietary rights. None of ACP's agents or distributors is authorized to make any representation or warranty on ACP's behalf or in its name.
- (6) **OBLIGATIONS AND REMEDIES ARE EXCLUSIVE.** ACP's only obligations and its customer's only remedies in connection with the purchase and sale of ACP products are those set forth in this warranty. ACP shall not be subject to and disclaims: (a) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to the sale of ACP products or any undertakings, act or omissions relating to them, and (b) all consequential, incidental, special and contingent damages whatsoever.