

# **EIDE INDUSTRIES, INC. LIMITS OF LIABILITY**

## **MANUFACTURER'S INSPECTIONS**

The materials used by Eide Industries, Inc. to manufacture its products are known to be First Quality material goods. All value added labor performed by Eide Industries, Inc. has been inspected by Eide Industries, Inc. unless otherwise specified. Eide Industries, Inc. does not inspect roll goods or other products requiring no manufacturing. Eide Industries, Inc. is not responsible for the quality of Customer Furnished Materials (CFM) received or other materials not provided by Eide Industries, Inc.

## **CUSTOMER'S INSPECTION**

Customers are advised to inspect all products received from Eide Industries, Inc. to insure accuracy. Eide Industries, Inc. guarantees its products to be dimensionally accurate and in conformance with customer approved and/or customer supplied plans and drawings.

## **LIMITS OF LIABILITY / WARRANTY**

Eide Industries, Inc. is responsible for manufacturing products in a manner conforming to customer approved dimensional accuracy, customer approved materials selection and for manufacturing products to Industry Standards. All value added manufacturing labor, materials, installation, freight or other efforts performed by anyone other than Eide Industries, Inc. is the sole responsibility of that person, company, or organization. If a product supplied by Eide Industries, Inc. is found to contain a manufacturing defect, Eide Industries, Inc. will repair or replace only the parts found to be defective. Eide Industries, Inc. is not responsible for any consequential damages incurred or to be incurred in connection with any products sold, including but not limited to the cost of labor, the loss of productivity, delay damages, management time, capital costs, materials, installation, freight, or any other costs incurred or to be incurred, without limitation. The purchaser of Eide Industries, Inc.'s material recognizes and understands that the obligation of Eide Industries, Inc. is to repair or replace only the parts found to be defective and is the sole remedy arising out of this Agreement.

Eide Industries, Inc. warrants its products for a period of one (1) year from the date of original product manufacture. Certain fabrics, materials, and other components used in the fabrication of Eide Industries, Inc.'s products may carry warranties and prorated warranties of differing lengths provided by their manufacturer(s). In all cases, Eide Industries, Inc. warranties do not exceed one (1) year from the date of original product manufacture. Eide Industries, Inc.'s warranties specifically exclude product damage or personal injury due to neglect, improper use, improper installation by others, improper maintenance and for damage or injury due to acts of nature or abuse.

**EIDE INDUSTRIES, INC.**

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