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## LIMITED WARRANTY ON MATERIAL

Millennium Molding, Inc (MMI) warrants to you, the original owner of the property that the MMI product, will comply with the technical specifications and be fit for those applications as set forth in the Manufacturer published technical and promotional materials at the time of sale and the product will be free from defects in materials and workmanship (subject to the limitations set forth below) for a period of ten (10) years from the date of purchase from the Manufacturer or its authorized dealer.

### **MMI LIABILITIES**

MMI's sole liability under this limited warranty shall be the repair or replacement, excluding installation, freight and other costs, at its options, of product strictly according to the procedure set forth below.

### **EXCLUSIONS FROM COVERAGE**

This limited warranty does not cover any of the following conditions:

1. Products which have been improperly installed
2. Products installed over improperly prepared sub-surfaces
3. Products installed over a sub-surface not specifically approved by the Manufacturer
4. Normal or excessive wear and tear of Product
5. Surface appearance or color of Product
6. Products subject to misuse, abuse, neglect, chemical cleaning or contact not specifically approved by Manufacturer

### **NOTICE OF CLAIM**

To exercise this limited warranty, Manufacturer must be notified within fifteen days of any occurrence giving rise to a claim and prior to installation, given the opportunity to inspect the Product, and have issued direction to the original purchaser respecting disposition of Product to be replaced under this limited warranty. Purchaser shall comply with all reasonable requests of Manufacturer in the administration of warranty claim.

### **SOLE AND EXCLUSIVE WARRANTY**

**THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GURANTEE OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF MMI, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY. IN NO EVENT SHALL MMI BE LIABLE FOR THE CONSEQUENTIAL DAMAGES OF ANY KIND**