## **Product Warranty**



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Lovejoy, Inc. warrants all products it manufactures to be free from defects in material and workmanship at the time of delivery to the purchaser. Defective products may be returned to Lovejoy after inspection by the purchaser and upon receipt from Lovejoy of shipping instructions specific to the defective products authorized by Lovejoy to be returned. Products returned in accordance with the foregoing procedure will be replaced or repaired, at the option of Lovejoy, without charge and returned to the purchaser F.O.B. Downers Grove, Illinois or South Haven, Michigan, depending upon origin of manufacture. In all cases, transportation costs and charges for returned products shall be paid by the purchaser and Lovejoy hereby disclaims all responsibility for any and all such transportation costs and charges.

This warranty is subject to the following LIMITATIONS:

The purchaser's exclusive remedy under this warranty is limited to the repair or replacement of defective products supplied by Lovejoy, as set forth above. LOVEJOY IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE BREACH OF THIS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCTS, WHETHER ARISING IN TORT OR BY CONTRACT. LOVEJOY FURTHER DISCLAIMS ALL LIABILITY FROM PERSONAL INJURY RELATING TO ITS PRODUCTS TO THE EXTENT PERMITTED BY LAW. BY ACCEPTANCE OF ANY OF LOVEJOY'S PRODUCTS, THE PURCHASER ASSUMES ALL LIABILITY FOR THE CONSEQUENCES ARISING FROM THEIR USE OR MISUSE.

This express warranty is the only warranty applicable to this transaction. IT EXCLUDES ALL OTHER EXPRESS ORAL OR WRITTEN WARRANTIES AND ALL WARRANTIES IMPLIED BY LAW WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Every claim under this warranty shall be deemed waived by the purchaser unless made in writing within one (1) year of the receipt of the products to which such claim relates. This warranty is void in the event that repairs are made by anyone other than Lovejoy without prior authorization from Lovejoy. No person, firm or corporation is authorized to assume for Lovejoy any other liability in connection with the sale of its products. No person, firm or corporation is authorized to modify or waive the terms of this Warranty unless done in writing and signed by a duly authorized agent of Lovejoy.

Note: Specifications are subject to change without notice, and without liability therefor.