

WARRANTY

CACG Missouri, LLC dba Precision Coatings (PCI) warrants its products to be free from defects and workmanship. PCI's sole obligation and Buyer's exclusive remedy in connection with the products shall be limited, at PCI's option, to either replacement of products not conforming to this warranty or to credit Buyer's account in the invoiced amount of the nonconforming products. Any claim under this warranty must be made by Buyer to PCI in writing within (5) days of Buyer's discovery of the claimed defect, but in no event later than the expiration of the applicable shelf life, or one year from the delivery date, which ever is earlier. Buyer's failure to notify PCI of such nonconformance as required herein shall bar Buyer from recovery under this warranty.

PCI makes no other warranties concerning the product. No other warranties, whether express, implied, or statutory, such as warranties of merchantability of fitness for a particular purpose, shall apply. In no event shall PCI be liable for consequential or incidental damages.

Any recommendation or suggestion relating to the use of products made by PCI, whether in its technical literature, or in response to specific inquiry, or otherwise, is based on data believed to be reliable; however, the products and information are intended for use by Buyers requisite skill and know-how in the industry, and therefore it is for Buyer to satisfy itself of the suitability of the products for its own particular use and it shall be deemed that Buyer has done so, at its sole discretion and risk. Variation in environment, changes in procedure of use, or extrapolation of data may cause unsatisfactory results.

PCI's liability on a claim of any kind, including claims based upon PCI's negligence or strict liability, for any loss or damage arising out of, connected with, or resulting from the use of products, shall in no event exceed the purchase price allocable to the products or part thereof which gives rise to the claim. In no event shall PCI be liable for consequential or incidental damages.

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