



Metal & Wire Products For The Building Industry

Stockton Products' Warranty

EXPRESS WARRANTIES. With respect to the goods purchased under this Agreement, and all other goods or services purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; and (e) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders. These warranties shall be in addition to all other warranties, whether express, implied or statutory.

If Buyer experiences any defect, failure or non-conformity during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require Seller to cure defects in the goods within a reasonable period of time, determined by Buyer in its sole discretion given the urgency of the given situation; (3) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (4) correct or replace the defective items with similar items from a third-party and recover the total cost from Seller, including the cost of product recalls; and (5) exercise all other rights under the Uniform Commercial Code and any other applicable statutes. "**Warranty Period**" shall mean 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later. Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

For more information on our warranty, please contact us:

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