



Lindstrom's Specialty Product Limited Warranty

Specialty Product Warning

The product you, the Buyer, ordered has a specialty finish which has been known to introduce hydrogen to the materials resulting in hydrogen embrittlement, a condition that may cause the material to become brittle and reduce the ductility or tensile strength of the product. Because of the nature of hydrogen embrittlement, Lindstrom may not be able to detect and eliminate affected products.

Specialty Product Warranty

Lindstrom is pleased to supply the specialty product that you ordered. However, because this is a specialty product, Lindstrom can only offer this limited warranty.

Lindstrom warrants only that the product supplied with this limited warranty is the product identified in and made from the materials and to the dimensions specified in your purchase order. Lindstrom makes no other warranty, implied or express.

Lindstrom's sole obligation under this limited warranty shall be to replace its product.

This limited warranty only extends to the original purchaser.

This limited warranty does not cover performance of the product under any circumstances.

How to Obtain Warranty Service

To qualify for the limited warranty, you must notify Lindstrom within thirty days of delivery that the product does not conform to the product identified in the purchase order or does not conform to the material or dimensions specified.

DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS LIMITED WARRANTY IS IN LIEU OF, AND LINDSTROM DISCLAIMS AND EXCLUDES, ALL OTHER EXPRESS WARRANTIES.

NO OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER, RETAILER, WHOLESALE, OR DISTRIBUTOR, WITH RESPECT TO ANY PRODUCT, SHALL BIND LINDSTROM.

LINDSTROM DISCLAIMS ANY AND ALL WARRANTIES, OTHER THAN THIS LIMITED WARRANTY, OF WHATEVER NATURE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE PROVISIONS SET FORTH IN THIS LIMITED WARRANTY PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE.

THIS WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS. THE BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LINDSTROM SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, ATTORNEYS' FEES, OR OTHER COSTS.

IN NO EVENT SHALL THE LIABILITY OF THE LINDSTROM EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

Indemnity

Because Lindstrom cannot guarantee the performance of this specialty product, you, the Buyer, agree to defend and indemnify Lindstrom all costs associated with such a claim or lawsuit, including attorneys' fees, from any third-party claim or lawsuit arising out of the performance of the specialty product.