



LIMITED WARRANTY (NORTH AMERICA)

We warrant that our products will be free from defects in material and workmanship, and will conform to the published product specification valid on the date of purchase, for 12 months after we first ship the product or until the end of its shelf life, whichever happens first. All warranty claims must be submitted within 30 days of discovery. This warranty does not cover defects (1) that occur in areas that are not reasonably accessible through ordinary means of repair because of their shape or location, (2) resulting from causes beyond our control, which may include mechanical damage, welding or other heating, bacterial attack, pollution, electromechanical actions, damage during repair, deterioration beneath applied coatings or friction (except for ordinary wear and tear), (3) arising out of improper preparation, application, use, maintenance, handling and storage, or failure to otherwise comply with industry practice or our recommendations, or (4) as a result of using the product with end-user or third-party products, processes or materials not approved by us. If, upon inspection, we determine the product does not conform to this limited warranty, we will, at our sole option, supply an equivalent replacement for the nonconforming product or pay the cost of purchase for an equivalent Hempel product elsewhere. **OUR OBLIGATION TO SUPPLY AN EQUIVALENT REPLACEMENT FOR THE NONCONFORMING PRODUCT OR PAY THE COST OF PURCHASING AN EQUIVALENT HEMPEL PRODUCT ELSEWHERE IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. WE HAVE NO OBLIGATION TO REMOVE OR APPLY, OR PAY ANY COSTS IN CONNECTION WITH THE REMOVAL OR APPLICATION OF, ANY PRODUCT THAT DOES NOT CONFORM TO THIS WARRANTY. WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. OUR MAXIMUM LIABILITY IS LIMITED TO THE PRICE YOU PAID FOR THE PRODUCTS. WE MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT EXTEND BEYOND THIS WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This limited warranty extends only to the original end-user of the product and may not be transferred or assigned.