

King Plastic Corporation Limited Warranty

King Plastic Corp. warrants that each product to be delivered hereunder will be of the kind designated. No warranty of merchantability or fitness for purpose shall apply. King Plastic reserves the right to inspect any and all material claimed to be defective or damaged under the terms of this warranty. The conditions of any tests shall be mutually agreed upon and King Plastic shall be notified of, and may be represented at, all tests that may be made. If any, failure of any product delivered hereunder to be of the kind designated or specified appears prior to the date which is 60 days from the date of shipment, or prior to the date of use, whichever date occurs sooner, and if the Purchaser shall notify King Plastic thereof immediately, King Plastic shall thereupon, at their option either (1) furnish F.O.B. its plant or such other points as it may designate a replacement product or (2) refund the purchase price. It is understood that any defective product will not be returned until authorized in advance by King Plastic Corp.

King Plastic Corp. limit of warranty is money refunded or defective material replaced. All information and data provided at the time of writing is believed to be accurate and complete, but provided without any guarantee or responsibility of any kind, expressed or implied. It is recommended to pre-test all applications. The user must be aware that other safety measures may be required if not stated herein.

LIMITATION OF LIABILITY. The liability of King Plastic Corp. (except as to title) arising from the supply of the product, or its use, whether on warranties, contract, negligence or otherwise, shall not in any case exceed the cost of correcting defects in the product as herein provided, and upon expiration of the applicable warranty period specified herein, all such liability shall terminate. The foregoing shall constitute the sole and exclusive liability of King Plastic. In no event shall King Plastic be liable for consequential or special damage.

The warranties stated herein are in lieu of all other warranties (except title), written or oral, statutory, expressed or implied, including any warranty of merchantability or fitness for purpose.