



AVPL 3 YEAR ENHANCED WARRANTY

AVPL warrants the customer that its polyester powder coat finish will not deteriorate or fail when the coated product is subjected to normal atmospheric exposure and properly utilized for a warranty period of (3) years from date of shipment. If during this period the polyester powder coating exhibits any cracking, blistering or peeling AVPL will replace or repair at AVPL's option and at no cost to the customer, if the customer promptly notifies AVPL in writing and provides proof of purchase within 45 days of discovery of deterioration/ Failure or deteriorations shall specifically exclude damage caused by contaminants or moisture trapped between the protective packaging materials and the polyester powder coat finish. Thus improper storage prior to placement in service, damage caused by poor handling during shipment or install , acts of God, falling objects, external forces, fire, acts of war, chemical exposure, explosion, abuse in application or any other such occurrences beyond AVPL's control. The liability of AVPL under this warranty period, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the warranty period all such liability shall terminate. AVPL shall not be liable for damages including, but not limited to, lost profits or revenue, loss of use of the product, cost of substitute products or labor charges associated to the removal or reinstall of the defective product, nor any transportation expenses to and from AVPL's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by AVPL. This limited warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the customer and liability of AVPL. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.** The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.