

LIMITED WARRANTY

AEOLIAN ENTERPRISES warrants to the original purchaser that, for a period of twenty (20) years from the date of retail purchase, its products will be free from defects in material and workmanship and will not split, crack, rot or be subject to wood boring insect damage. This limited warranty shall not apply to any products that have been subjected to misuse, negligence or accident, or have been used in a manner contrary to AEOLIAN ENTERPRISES' instructions.

AEOLIAN ENTERPRISES' sole obligation shall be to replace the quantity of its product proved to AEOLIAN ENTERPRISES to be defective, providing the products are properly installed and are being used as originally intended. Any claims under this Limited Warranty must be made within twenty (20) years of retail purchase of the product, must be in writing, accompanied by proof of purchase, and must include the return of the defective product, freight prepaid, to AEOLIAN ENTERPRISES.

IT IS EXPRESSLY AGREED THAT THIS SHALL BE THE SOLE AND THE EXCLUSIVE REMEDY OF THE PURCHASER. UNDER NO CIRCUMSTANCES SHALL AEOLIAN ENTERPRISES BE LIABLE FOR ANY COSTS, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

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