

Limited One-Year Warranty For Powder Coat Finish

Concord American Flagpole ("CAFP") warrants to the first purchaser ("Buyer") of a CAFP aluminum flagpole that the factory-applied powder coating (*the "Coating"*) on the flagpole will, upon shipment by CAFP, be free from defects in material and workmanship (*the "Warranty"*).

If the Coating exhibits any cracking, peeling or excessive fading, and written notice of such failure is given to CAFP within one (1) year from the date of shipment by CAFP (*the "Warranty Period"*), CAFP will, upon substantiation of such failure and at its sole option, either repair or replace the Coating. Specifically excluded from the Warranty is the cost to remove, ship, or reinstall the flagpole with the Coating. Repair or replacement by CAFP is the Buyer's sole remedy, and CAFP's sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper installation or maintenance, misuse, abuse, radiation, overloading, use of caustic cleaning agents, accident, acts of God or other casualty beyond the control of CAFP.

All warranty claims must be directed to: **CONCORD AMERICAN FLAGPOLE**, Customer Service Department, P.O. BOX 2449, Addison, Texas 75001. The flagpole with the Coating shall not be returned without prior written authorization of CAFP and must be shipped freight prepaid by the Buyer.

CAFP MAKES NO OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES OTHER THAN THOSE THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW. THE DURATION OF ANY IMPLIED WARRANTY THAT MAY NOT BE DISCLAIMED BY APPLICABLE STATE OR FEDERAL LAW IS LIMITED TO THE WARRANTY PERIOD.

Regardless of whether a claim against CAFP is based on the warranty or is an action in contract, tort (*negligence or strict liability*) or otherwise, CAFP's liability for losses, damages, or expenses of any kind arising from the design, manufacture, installation, use, repair, or sale of the flagpole is limited, unless otherwise prohibited by applicable law, to an amount not exceeding the cost of the CAFP flagpole giving rise to such liability. CAFP shall not be liable or responsible for any indirect, incidental, consequential or special damages.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

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