

PRODUCT WARRANTY

Gem-Trim of Houma, LLC warrants its products to be free from defects in workmanship and material when properly installed and maintained and under normal use and service for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment, whichever occurs first.

Gem-Trim's obligations under this warranty shall be limited to repairing, replacing or issuing credit for, at Gem-Trim's option, any product or parts Gem-Trim determines, in its sole discretion, to be defective in material or workmanship, provided that Gem-Trim is provided with prompt written notice of any defect and satisfactory proof thereof and is given a reasonable opportunity to investigate. Any defective product or part must be returned, freight prepaid by the customer, to Gem-Trim's factory or to an authorized service center designated by Gem-Trim for inspection. Gem-Trim will deliver any replacements for defective products to the customer prepaid to the destination provided by the original order. Products returned to Gem-Trim for which Gem-Trim provides replacement under this warranty shall become the property of Gem-Trim. Products sold by Gem-Trim, but manufactured by another company, will carry only the warranty of the manufacturer, and the customer will rely solely on that warranty. Services provided by Gem-Trim are warranted for a period of ninety (90) days from the date the services are rendered. The above warranty shall be the customer's exclusive remedy with respect to products or services.

IN NO CASE WILL GEM-TRIM BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR OTHER DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE TO SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES, LABOR PERFORMED IN CONNECTION WITH THE REMOVAL AND REPLACEMENT OF THE PRODUCT WITHIN THE WELL, LOSS OF PRODUCTION OR ANY OTHER LOSS INCURRED BECAUSE OF INTERRUPTION OF SERVICE.

A NEW WARRANTY PERIOD SHALL NOT BE ESTABLISHED FOR REPAIRED OR REPLACED PARTS OR PRODUCTS. SUCH ITEMS SHALL REMAIN UNDER WARRANTY ONLY FOR THE REMAINDER OF THE WARRANTY PERIOD ON THE ORIGINAL CONTRACT.

THE TOTAL LIABILITY OF GEM-TRIM ON ANY CLAIM WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE WHETHER SOLE OR CONCURRENT) OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT OR THE FURNISHING OF ANY SERVICE SHALL NOT EXCEED THE SALES PRICE RECEIVED BY GEM-TRIM FOR THE PRODUCT, PART OR SERVICE WHICH GIVES RISE TO THE CLAIM.

THIS SHALL BE THE ONLY WARRANTY GIVEN BY GEM-TRIM AND NO OTHER WARRANTY BY GEM-TRIM, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, SHALL BE APPLICABLE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE.