

Jockimo™

Advanced Architectural Products

SELLER warrants:

(a) Each panel of Liquid Lava™ to be free from leaking for a period of 12 months from date of manufacture.

The above warranties are subject to the following terms and conditions:

1. The warranty shall be void if any panel has been damaged in handling or installation; or have not been installed with Jockimo Inc. Installation Guidelines; or have been subjected to stress or strain by reason of localized application of heat which causes excessive temperature differentials over the surface or edges; or have not been protected against movement of building structure; or have not been otherwise properly handled, installed, modified or changed in any way. The manufacturer reserves the right to field inspect and make final determinations as to warranty validity for any panels which are alleged to be defective. **Seller warrants its terms and conditions supercede all Purchaser requests for variations, unless Seller accepts such variations in writing prior to manufacturing and shipment of materials.**
2. There is no warranty for product breakage during freight. The buyer is responsible for processing any and all freight claims.
3. Warranty for panels installed outside of the United States, will be issued contingent upon consideration of product application and warranty requested.
4. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER END PURPOSE OR USE AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. BUYER SHALL ASSUME ALL RISK AND LIABILITY FOR RESULTS OBTAINED BY USE OF THE PRODUCTS WHETHER SINGLY OR IN COMBINATION WITH OTHER MATERIALS OR PRODUCTS.

LIABILITY UNDER ANY WARRANTY BY SELLER IS LIMITED TO THE REPLACEMENT OF THE MATERIAL ONLY AND THIS INCLUDES REPLACEMENT OF THE PANELS WITHOUT CHARGE, FOB NEWPORT BEACH, CALIFORNIA. **SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL EXPENSES, SUCH AS LABOR COSTS, ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE USE OF ANY PRODUCT COVERED HEREIN.** THIS WARRANTY DOES NOT COVER REPLACEMENT OF PANELS BEYOND THE WARRNTY PERIOD APPLICABLE TO THE ORIGINAL PRODUCT PURCHASED.

NO DISTRIBUTOR, DEALER, REPRESENTATIVE OR EMPLOYEE OF JOCKIMO INC. HAS AUTHORITY TO CHANGE OR MODIFY THIS WARRANTY IN ANY RESPECT.

JOCKIMO INC. IS NOT TO BE HELD LIABLE FOR DAMAGES OR EXPENSES DUE TO THE FOLLOWING: LATE DELIVERY OF RAW MATERIALS, MANUFACTURING DELAYS, DEFECTIVE OR BROKEN PRODUCTS (EXCEPT TO EXTENT OF EXPRESS WARRANTY), INTERNAL ERRORS, IMPROPER HANDLING OR NEGLIGENCE BY BUYER, DELAYS DUE TO STRIKES, FIRES, DELAY OF CARRIERS, PRIORITIES OF THE GOVERNMENT OR ANY DEPARTMENT THEREOF, NATURAL DISASTERS, ACTS OF GOD OR ACTS THAT ARE UNAVOIDABLE AND BEYOND THE CONTROL OF JOCKIMO INC.

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