



WARRANTY

ACP International of Arlington, Texas
and SA-SO a dba of ACP



- (1) **WARRANTY COVERAGE.** ACP/SA-SO of Arlington, Texas warrants to any purchaser of ACP Products for other than personal, family or household uses that the products will be free of defects in materials and workmanship appearing within six (6) months after the original sale. ACP/SA-SO further warrants that our products, if properly utilized installed without damaging the ACP/SA-SO product, will remain functional for the following periods: Signs, Polydomes, Crystal Cap Markers -- 10 years Decals -- 7 years. Wrap Arounds & Tags -- 7 years. Posts -- 10 years. Splice Sleeves -- 1 year shelf life, 15 years guaranteed not to cause detrimental effect on fusion splice when properly applied. Line Markers -- 7 years. Solar Panels -- 3 years, Rechargeable battery -- 1 year, LED lights -- 1 year, Electronics Hardware -- 1 year.
- (2) **ACP/SA-SO OBLIGATIONS.** ACP/SA-SO will at its option, repair, replace or refund the purchase price of any defective products, upon the Purchaser's compliance with the "Warranty Claims Procedure" described below. ACP/SA-SO's sole liability, and the Purchaser's sole remedy, for any breach of the warranty of legibility will be for ACP/SA-SO to replace (not including installation/attachment) any illegible product. ACP/SA-SO will return any products repaired or replaced under this warranty by truck, UPS, or U.S. Mail, at ACP/SA-SO's option. The purchaser will be responsible for the cost of any other method of shipment, including airfreight.
- (3) **WARRANTY CLAIMS PROCEDURE.** The purchaser of any product claimed to be defective must: (a) notify ACP/SA-SO of the defect, in writing, during the warranty period, (b) provide proof of purchase to ACP/SA-SO, and (c) if requested by ACP/SA-SO ship the defective product to ACP/SA-SO, FOB ACP/SA-SO's factory, for inspection and evaluation. ACP/SA-SO will pay for shipping cost if product is returned within the material and workmanship warranty period.
- (4) **ITEMS NOT COVERED.** ACP/SA-SO will not be responsible for: (a) the cost of removal of defective products or the installation of repaired or replaced products, (b) depreciation or damage caused by normal wear and tear, accident, abuse, vandalism, improper maintenance normal use, use other than in accordance with ACP/SA-SO's instructions, or improper protection in, storage, or (c) products that have been modified or altered other than with the prior written approval of ACP/SA-SO.
- (5) **SPECIFIC SOLAR EXCLUSION.** ACP/SA-SO implies no warranty for the suitability of solar power for specific applications. ACP/SA-SO solar powered products are designed to work in most standard applications with normal sunlight. Solar panels do not work optimally in shade, angled any direction other than South, or in situations where the solar panel gets covered frequently (leaves, dirt, snow, etc) It is the purchaser's responsibility to determine the solar suitability.
- (6) **NO OTHER WARRANTIES.** This warranty is exclusive and in lieu of all other warranties, expressed or implied. ACP/SA-SO expressly disclaims and excludes any implied warranties of merchantability, fitness for any particular purpose or that ACP products are free of the rightful claim of any third party for infringement of trademark or other proprietary rights. None of ACP/SA-SO's agents or distributors is authorized to make any representation or warranty on ACP/SA-SO's behalf or in its name.
- (7) **OBLIGATIONS AND REMEDIES ARE EXCLUSIVE.** ACP/SA-SO's only obligations and its customer's only remedies in connection with the purchase and sale of ACP/SA-SO products are those set forth in this warranty. The Purchaser assumes all responsibility and liability for the loss or damage resulting from the handling or use of the Product. Seller's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage or injury arising directly or indirectly from or in relation to the use of the Product shall in no event exceed the purchase price of the Product which gave rise to the claim. In no event shall seller be liable for punitive, special, incidental or consequential damages whether foreseeable or not including but not limited to loss of profits or revenues, loss of use of goods, or loss of bargain.