

# Warranty Information

## LIBERTY HARDWARE MANUFACTURING CORPORATION LIMITED LIFETIME WARRANTY

Subject to the terms of this warranty, Liberty Hardware Manufacturing Corporation ("Liberty Hardware") warrants to the original consumer purchaser ("You") that the product will be free from defects in material and workmanship. If the product does not comply with this warranty, Liberty Hardware will repair or replace the product or, at Liberty Hardware's option, refund the purchase price. Repair, replacement, or refund of the original purchase price is your sole remedy under this or any other warranty on the product, whether expressed or implied.

**Limited Warranty Period.** The warranty period is for the lifetime of the product and begins on the date of the initial installation of the product for residential purposes.

**Limitations on the Warranty.** The warranty does not cover: (a) normal wear and tear; (b) damage through abuse, neglect, misuse, or as a result of any accident or act of God; (c) improper installation or maintenance; (d) commercial, industrial, institutional or other nonresidential use; or (e) products altered without Liberty Hardware's prior written consent. This warranty is not transferable.

**Obligations of Purchaser.** If this product does not meet its warranty, return the product (postage prepaid) to the distributor or retailer from which it was purchased with proof of purchase and a written claim briefly describing the defect. You may be required to provide other information or evidence of the defect. Any returned product that is replaced or refunded becomes the property of Liberty Hardware.

**Limitations on Implied Warranties.** IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE SAME DURATION AS THIS EXPRESS WARRANTY; OTHERWISE, LIBERTY HARDWARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

**Disclaimer.** NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF LIBERTY HARDWARE WITH RESPECT TO THE PRODUCT. LIBERTY HARDWARE SHALL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. Some states do not allow the exclusion of incidental or consequential damages of an implied warranty so the above exclusion and limitation may not apply to You.

**State Law.** This warranty gives you specific legal rights, and You also may have other rights, which vary from state to state.

If you have any questions about this warranty, contact Liberty Hardware at 1-800-542-3789.

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# Terms and Conditions

## PRICES:

The corresponding price list applies from its effective date and all prior corresponding price lists are cancelled. Prices are subject to change without notice. Prices in effect at time of shipment will apply. Items may be discontinued without notice.

## PAYMENT:

Net 30 days from date of shipment and past due thereafter. Settlement of past due invoices is required before additional shipments will be made. Please mail remittances to Liberty Hardware Manufacturing Corporation®, 140 Business Park Drive, Winston-Salem, NC 27107.

## FREIGHT TERMS:

Shipment will be made by common carrier and freight will be charged except as follows: Freight will be prepaid on U.S. mainland shipments of 500 pcs. or \$1,500. Items in the price list may be combined for freight allowance purposes. Small shipments are sent by surface carrier unless customer specifies next day or 2nd day air. These freight charges, including insurance, will be added to invoice. There will be no additional freight charge on back orders if the original order met prepaid freight requirements.

## ACCEPTANCE OF ORDERS:

Orders are accepted subject to strikes, fires or other conditions beyond our control. Acceptance of orders is subject to factory approval, including orders given to our representatives. Orders for future delivery will be billed at the prices in effect at time of shipment, unless written factory acceptance is received. No C.O.D. orders will be accepted; cash in advance would be required when open account is not approved. Orders for modified or specially fabricated items must be in writing and accepted on a non-cancelable and non-returnable basis.

## MINIMUM ORDERS:

Orders under \$200.00 net will be subject to a service charge of \$15.00 net, plus freight.

## NEW CUSTOMERS:

New accounts being opened must be accompanied by an order. If the value of the first order is below \$1000, it must include cash in advance. Orders with a value over \$1000 will be accepted based on credit being approved. No new order for a new account with a value under \$500 will be accepted.

## YEARLY MINIMUM PURCHASES:

Accounts with yearly net purchases under \$2000 in a calendar year will be removed from our account base and directed to distributors for future purchases.

## MERCHANDISE RETURNS:

No return merchandise will be accepted without prior written factory authorization and return goods authorization (RGA) number. Goods returned without such authorization will be refused. If return is authorized, it will be subject to the terms and conditions indicated in written authorization. No returns due to overstock will be accepted. Some returns may be subject to a restocking fee plus shipping unless negotiated by customer.

## CLAIMS:

Claims must be reported in writing within 10 days of receipt of goods. Shipments are packed in approved containers and our responsibility for damage in transit ceases upon acceptance by carrier. If merchandise is damaged or lost in transit, claims should be filed with delivering carrier. Claims for shortage must be made in writing with documentation and are subject to factory verification.

## CUSTOM FINISH PRODUCT CARE:

All Antique Brass, Antique Pewter, Aged Pewter, Matte Chrome, Polished Brass, Polished Nickel, Satin Brass, Satin Nickel, Satin Chrome, Pearl Nickel and Venetian Bronze® custom finishes are protected with tough polyurethane, clear acrylic or powder coatings. To clean, use a soft damp cloth only. Do not clean with detergents or abrasive cleaners, as they may be harmful to the finish.

## WARRANTY POLICY:

**LIBERTY HARDWARE MAKES NO GENERAL WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS OR USE FOR ANY PARTICULAR PURPOSE, APPLICATION, INSTALLATION, OR ANY OTHER MATTER ON ANY OF ITS PRODUCTS, APART FROM THE SPECIFIC PRODUCT WARRANTY TO THE CONSUMER PURCHASER.**

No agent, employee or representative of Liberty Hardware has any authority to bind it to any affirmation, representation or warranty concerning its products. Any customer complaint as to defective merchandise should be forwarded to us for disposition. Liberty Hardware shall have no obligation or liability for consequential damages arising out of or in connection with the use or performance of its products or other indirect damages with respect to loss of property, revenues or profit, or cost of removal, installation or reinstallation.