

EXTENDING THE LIFE OF EXTRACTED NATURAL RESOURCES

## **Green Partitions Warranty**

Green Partitions as manufactured by Yemm & Hart are warranted to a corporation or other commercial entity which purchases the partitions for use in the conduct of its business to be free from manufacturing defects in workmanship of material, against breakage or delamination, for a period of fifteen (15) years from the date of receipt by the customer. This warranty is subject to the following conditions:

The partitions have been installed in accordance with the manufacturer's/fabricators written instructions and drawings (as contained in the instruction sheet supplied with the order).

The warranty is effective only with regard to the original installation of the partitions and not to any subsequent installation of the partitions that have been altered without the consent of the manufacturer.

The warranty shall not be applicable if the defect in the partition has resulted from any failure or defect in the building or substructure to which the partitions are attached (including but not limited to setting, shifting, distorting, or movement of the walls or foundation of the structure), extraordinary wear and tear, violent action of the elements (such as sunlight, lightening, hurricane, tornado, or hail), vandalism, misuse, neglect, or improper handling of the partitions or components before, during or after installation, or improper or insufficient ventilation of the building to which the partitions are attached.

The commercial user purchases the partitions for use in the conduct of its business and owns the building or substructure to which the partitions are attached on the date that a claim is made under the warranty.

Subject to the above conditions, in the event that the partitions or any thereof is found to be defective in workmanship or materials within fifteen (15) years from the date of receipt by customer, the manufacturer, free of charge, will exchange new partitions for defective partitions. This warranty is limited to the exchange, upon receipt by the manufacturer of the defective partition component, of new partition components for defective partition components. The manufacturer will not pay any removal, installation or shipping costs or any other labor cost associated with the exchange of the partitions. At its sole option the manufacture in lieu of exchanging new partitions for defective partitions may refund the customer the sales price received by the manufacturer, upon receipt by the manufacturer of the defective partition component.

The partition is only warranted to be free from defects in workmanship or material as set out above. The warranty shall be the sole and exclusive remedy of the customer of the partitions. The manufacturer shall not be liable for incidental or consequential damages resulting failure or defect in the partitions. No representative or contractor has authority to make any affirmation of fact or promise which relates to the partitions except as stated herein.

Any claim under such warranties must be made during the applicable warranty period and shall be asserted by contacting:

**Yemm & Hart Ltd**  
1417 Madison 308  
Marquand MO 63655-9153  
Phone: 573-783-5434  
Fax: 636-600-5454  
yemmhart at hughes dot net