

## **Manufacturer's Limited Warranty Policy DIAMOND DESIGN PRECAST, INC.**

I. This is the **Manufacturer's Limited Warranty Policy** and supersedes all previous warranties. Manufacturer reserves the right to make design changes, additions to, and improvements upon any of Manufacturer's products without incurring any obligation to incorporate same on any products previously manufactured. In the event that any provision of this Warranty should be, or become, invalid and/or unenforceable, the remaining terms and provisions hereof shall continue in full force and effect.

In the event that Manufacturer negotiates, with respect to any particular product purchased from Manufacturer, a replacement, performance, compromise or settlement not consistent with this Warranty, such action of Manufacturer shall not be deemed a waiver or expansion of this Warranty and this Warranty Policy shall remain in full force and effect as written with respect to any other product, whether of this type or kind. No party in any way affiliated with Manufacturer is authorized to amend or vary the terms of this Warranty.

2. Manufacturer warrants to the "Original Purchaser," and to no others, all products manufactured to be free from faulty workmanship and defects in materials for a period of (2) years from the date of shipment from Arlington, Washington, subject to terms and conditions expressed herein.

3. Such Warranty shall not apply unless the product has become defective under normal use and service and has not been **subjected to accident, abuse, mishandling, vandalism, fire, or neglect or damage resulting from improper handling, installation, or Act of God**. Alterations or failure to follow installation instructions shall automatically void this Warranty. Any claim made pursuant to this Warranty shall be conditioned upon Manufacturer's inspection of the product upon which the claim is made.

4. For purposes of this Warranty, "Original Purchaser" shall mean that person, business entity, association, or corporation whose name shall appear as purchaser on the original invoice. The rights and obligations under this Warranty may be assigned by the Original Purchaser only by written authorization of Manufacturer.

5. Should any failure to conform to the foregoing Warranty appear within the period described in Paragraph two, Manufacturer shall, at its option, upon prompt notice of such non-conformity and confirmation that the goods have been properly stored, installed, and maintained, correct the non-conformity either by repairing any defective goods or by shipping replacement goods. **THE FOREGOING SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY AND A FULFILLMENT OF ALL OF SELLER'S LIABILITY WITH RESPECT TO THE GOODS.**

6. Manufacturer's products repaired or replaced pursuant to this Warranty shall be warranted for the unexpired portion of the Warranty applying to the original product. Any technical advice furnished before or after delivery in regard to the use or application of Manufacturer's products is furnished without charge and on the basis that it represents Manufacturer's best judgment under the circumstances, but that it is used at the recipient's sole risk.

7. This product, or parts thereof, subject to this Warranty must not be returned without prior authorization from Manufacturer and all returns must conform to the In-Warranty Return Procedure hereinafter provided.

8. Manufacturer will not cover, and this Warranty expressly does not include any repair, replacement, analysis or other expense for parts or services furnished on any equipment not manufactured by Manufacturer unless specifically authorized in writing by Manufacturer. Any components subsequently attached or affixed to Manufacturers products will not be covered by the warranty, even if Manufacturer has expressly accommodated the products to be installed or attachment. Any components subsequently attached to the Manufacturers products must be approved components previously tested by Manufacturer or installation will void the warranty to the entire unit. This Warranty does not include any minor adjustments or preparation associated with making the product functional after receipt of shipment.

9. This Warranty does not apply to products located outside the United States. The owner/user of the product must bear responsibility for maintaining the product per the Manufacturers written maintenance procedure. Failure to properly maintain will void the warranty.

10. Damage incurred during shipment must be reported to the terminating carrier by the Original Purchaser or his consignee and a claim filed with said carrier immediately upon receipt of the product. Notification to the person making the delivery is usually preferred. No claims for freight damage should be filed with Manufacturer. Title and risk of loss pass to the purchaser on delivery to the common carrier of the product or replacement product. This Warranty contained herein SHALL NOT APPLY or be deemed to place any liability on Manufacturer for any labor or additional material costs in repairing or replacing products or parts covered by the Warranty.

11. Before installing these products, purchaser shall determine the fit and suitability of the product for his intended use. Diamond Design Precast will not be held liable for products that have been installed and later deemed unsuitable for its intended use.

12. This warranty does not cover damage from the application of deicing chemicals and salt that can result in the deterioration and spalling of concrete.

# In-Warranty Return Procedure

## DIAMOND DESIGN PRECAST, INC.

1. All products or parts thereof, may be returned only upon prior authorization from Manufacturer.
  2. All returned products and/or parts must be shipped prepaid to Manufacturer. No collect shipments will be accepted. The purchaser must be certain that the packaging of products/parts to be returned is adequate to ensure no damage in transit. This Warranty shall be considered void if in the manufacturer's sole opinion any product/part is damaged due to careless or improper packaging or handling.
  5. To qualify for warranty replacement, all returns must be completed and received within 30 days of expiration of warranty and/or within 30 days of actual failure. If found to be inoperative due to defects in material and workmanship, manufacturer will, at its option, repair or furnish a reconditioned or new replacement part, at no charge.
- I. Products or parts whose warranty has expired or been violated should not be returned to Manufacturer without specific authorization and a purchase order for the work to be performed.
  2. If, upon receipt by Manufacturer, it is discovered that the Warranty has expired or been violated, Manufacturer, at its election, may repair or replace the product or part or return it, as is, at purchaser's expense.
  3. Any parts replaced by Manufacturer shall be billed to purchaser at the retail cost of the replacement part less the salvage value of the part replaced.
  4. Any contact with regard to the repair or replacement of products or parts, or any matter regarding the product, should be directed to Diamond Design Precast Customer Service Department. Call (360)435-6151 or, Email; [support@ddpconcrete.com](mailto:support@ddpconcrete.com).
  5. Ship Pre-authorized material returns to; 19405 63<sup>rd</sup> Ave NE, Arlington, WA 98223.