



Warranty





Limited Lifetime Warranty

Hamilton Casework Solutions ("HAMILTON") warrants to the original retail purchaser that HAMILTON Products purchased on or after January 1, 1996 will be free from defects in material and workmanship for as long as the original retail purchaser owns such HAMILTON Product, except for the following, which are warranted only as to the HAMILTON Product components of the items (HAMILTON expressly disclosing any warranty, express or implied, on hardware, electronics or other specialty components specified by a HAMILTON customer but not manufactured by HAMILTON) and for a period of three years from the date of purchase as shown on the HAMILTON Sales Order: Tack board fabric, task lights, casters, carts, adjustable keyboards and module shelf standard as well as any powder coated item. This warranty is made solely to the original retail purchaser, is non-transferable and shall be effective from the date of purchase as shown on the HAMILTON Sales Order. This warranty is void for any damages to the HAMILTON Product due to misuse, abuse, neglect, accident, improper installation, failure to comply with instructions furnished by HAMILTON or any repair or alteration performed by anyone other than HAMILTON or an authorized HAMILTON dealer. Damage caused by common carrier during shipment is not included in this warranty.

THIS FOREGOING WARRANTY IS IN LIEU OF, AND HAMILTON EXPRESSLY DISCLAIMS ALL OTHER, WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. IN NO EVENT SHALL HAMILTON BE LIABLE TO ANY RETAIL PURCHASER OR USER OF HAMILTON PRODUCTS OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF THE PURCHASE, SALE OR USE OF HAMILTON PRODUCTS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE, WHETHER OR NOT HAMILTON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM IS MADE.



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