LIMITED WARRANTY

FNW®

Warranty

Subject to the limitations expressed herein, Seller warrants that products manufactured by Seller shall be free from defects in design, material and workmanship under normal use for a period of one year from installation but in no case shall the warranty period extend longer than eighteen months from the date of sale. This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, “Normal Use” means in strict accordance with the installation, operation and maintenance manual. The warranty for all other products is provided by the original equipment manufacturer.

Claim Process and Remedies

Seller shall repair or replace, at its option, any non-conforming or otherwise defective product, upon receipt of notice from Buyer during the Manufacturer’s warranty period at no additional charge. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.

In order to file a claim under the terms of this Warranty, a claimant must promptly notify FNW that a Product may be defective within 30 days of the suspected failure or defect via the telephone number, mail or website listed below and may be required to submit proof of purchase and/or photographs.

- Telephone: 1-800-221-3379
- Mailing Address:
  751 Lakefront Commons, Newport News, VA 23606
- Website: fnw.com

All Products alleged to be defective must be sent to FNW for inspection and testing for determination of the cause of the alleged defect or failure.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER’S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S) PURCHASED DURING THE PREVIOUS CONTRACT YEAR.

Labor Allowance

Seller makes NO ADDITIONAL ALLOWANCE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME.

Recommendations by Seller

Seller may assist Buyer in selection decisions by providing information regarding products that it manufactures and those manufactured by others. However, Buyer acknowledges that Buyer ultimately chooses the product’s suitability for its particular use, as normally signified by the signature of Buyer’s technical representative. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

Excused Performance

Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, or indirect damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

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We reserve the right to modify or improve the designs or specifications of our products at any time without notice.