

ENDURO BASES 3-Year Warranty



LIMITED WARRANTY: Supplier warrants the Product to be free of material and workmanship defects for a period of three years from the date of shipment, but said warranty is limited to material and workmanship of product designed and manufactured by the Supplier. Supplier further warrants that the Enduro decorative bases will withstand, for a period of three years from the date of shipment, the normal effects of weathering on the painted finish. For any product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. All warranty claims alleging defects of materials or workmanship must be submitted in writing within seven (7) days after the discovery of the defect or such claim shall be considered waived. Supplier will not accept Product returned to it for repair or replacement, unless a Supplier is previously notified of the defect in writing and the return or correction is authorized by Supplier in writing. Any Product deemed by Supplier, in its sole discretion, to be defective in material or workmanship will be repaired or replaced, at Supplier's option, F.O.B. Supplier's plant. Supplier's obligation to repair or replace any defective Product shall not include any obligation to reimburse the Purchaser for transportation, installation, removal, unauthorized repairs, or any other expenses that may be incurred by the Purchaser or others in relation to any Product defect. THIS WARRANTY EXCLUDES (I) FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT; (II) DAMAGE CAUSED BY IMPROPER INSTALLATION, OVERLOADING, MISUSE, ABUSE, ACCIDENT OR NEGLIGENCE; AND (III) ALTERATIONS, MODIFICATIONS, OR ADDITIONS UNLESS THE CHANGE IS ACKNOWLEDGED AND ACCEPTED, IN ADVANCE IN WRITING, BY VALMONT. LABOR REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS SHALL BE THE RESPONSIBILITY OF THE PURCHASER. IF THE PRODUCTS ARE TO BE USED ON AN EXISTING FOUNDATION OR ON OTHER STRUCTURES, THE PURCHASER ASSUMES ALL RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF THE EXISTING FOUNDATION, ANCHORAGE, OR STRUCTURES AND ALL OTHER CONSEQUENCES ARISING THEREFROM.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS, LOSS OF CONSTRUCTION BONUS OR INCENTIVES), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. NO PERSON HAS THE AUTHORITY TO BIND THE SUPPLIER TO ANY REPRESENTATION OR WARRANTY OTHER THAN THE FOREGOING LIMITED WARRANTIES AS DISCLAIMED.

28800 Ida Street
Valley, Nebraska 68064 USA
402.359.2201 | 800.825.6668
valmontstructures.com