



Your Columbarium Project Source

www.architarium.com

sales@architarium.com | 1-888-310-2038 | 4004 Woodbury Dr. Austin, TX 78704

LIMITED WARRANTY

Capitol Engraving Co., Inc. d.b.a. Architarium ("Manufacturer") hereby grants a limited warranty ("Limited Warranty") to the direct purchaser ("Purchaser") of its products ("Product") and services ("Service") under the following terms and conditions:

1. Limited Warranty.

Manufacturer warrants that the Product will be free from defects in workmanship for a period of 10 years from performance and in material for 40 years from the date of purchase. If during the warranty period the Purchaser believes that a Product is defective, Purchaser shall notify Manufacturer in writing of the defect and demonstrate to Manufacturer's satisfaction it is covered under the terms of this Limited Warranty. If the defect is properly reported to Manufacturer within the warranty period, and the defect is of such type and nature as to be covered by this warranty, Manufacturer shall, at Manufacturer's option and expense, make available a replacement Product or replacement parts for the defective Product. Shipping to Purchaser and installation of the replacement Product or replacement parts shall be at Buyer's expense.

2. Scope.

THIS LIMITED WARRANTY SETS FORTH THE FULL SCOPE OF MANUFACTURER'S WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Furthermore, Manufacturer does not warrant against natural disasters; moisture; oxidization or staining of metal or stone; vandalism; damage or defects due to improper or abnormal use or handling of the Product or to improper installation (where installation is not by Manufacturer); damage or defects due to products or components not manufactured by Manufacturer, such as surrounding structures. With the exception of direct sales to consumers, all Manufacturer warranties, express and implied, are immediately terminated if a Product is repaired or modified by anyone not previously approved by Manufacturer.

3. Exclusive Obligation.

THIS LIMITED WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Manufacturer shall be to repair or replace a defective Product within the time limits and in the manner set forth herein. Manufacturer shall have no other obligation with respect to the Product or any part thereof, whether based on contract, tort, negligence, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Manufacturer be liable for incidental, special, punitive, or consequential damages.

4. Other Statements.



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Oral and written statements by Manufacturer's officers, employees, representatives and agents DO NOT CONSTITUTE WARRANTIES, may not be relied upon by Purchaser or any other person, and are not a part of the contract of sale or this Limited Warranty.

5. Dispute Resolution Mechanism

Any Product complaints that are not successfully resolved directly with the Manufacturer must be presented by the Purchaser to the Better Business Bureau offices in Austin, Texas for resolution, with no charge to the Purchaser, prior to seeking adjudication. Manufacturer and Purchaser hereby obligate themselves to binding arbitration in Austin, Texas for the adjudication of all disputes not resolved through the Better Business Bureau.

6. Entire Obligation.

This Limited Warranty sets forth the entire obligation of Manufacturer with respect to the Product. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect and the void or illegal provisions shall be adjusted to as closely effect the original intent as is legally permissible.