



Flag & Flagpole

5 YEAR SUMMIT TRUCK ASSEMBLY WARRANTY



LIMITED WARRANTY & LIMITATION OF LIABILITY

Eagle Flag Products, Inc. (dba Eagle Mountain Flag & Flagpole) warrants its fixtures to be free from defects in materials and workmanship for the warranty period from the date of delivery. **Eagle Mountain Flag & Flagpole will compensate the installer for labor to replace Summit Truck Assembly with prior approved labor quote.** Eagle Mountain Flag & Flagpole retains the right to either repair or replace any part of the equipment delivered hereunder which under normal and proper use proves to be defective in workmanship or material within the warranty period from date of shipment by Eagle Mountain Flag & Flagpole. The correction of such defects by repair or replacement shall constitute fulfillment of all Eagle Mountain Flag & Flagpole's obligations with respect to the equipment sold hereunder.

It is expressly stated that Eagle Mountain Flag & Flagpole assumes no liability for indirect, incidental, consequential damages of any kind or liquidated damages arising out of a breach of the sale, including any warranties arising there from, and buyer's remedy shall be limited to repair or replacement of defective parts as described above. Any finish damage or failure due to any circumstances out of the control of Eagle Mountain Flag & Flagpole, including, but not limited to damages during shipping, handling, unpacking, or installation: damage cause by moisture or other contaminants; improper storage; damage or failure caused by acts of God; or other misuse or abuse will void all warranty claims. The liability of Eagle Mountain Flag & Flagpole under this warranty for any loss or damage to the equipment or to the persons or property allegedly caused by the equipment, whether based on contract, strict tort liability, negligence or warranty shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate.

Any assistance Eagle Mountain Flag & Flagpole provides to the original purchaser outside of the terms and exclusions of these warranties will not constitute a waiver of the warranty terms and exclusions, nor will such assistance revive or extend the warranty. These warranties are given in lieu of all other warranties expressed or implied, including and without limitation, the warranty of merchantability and the warranty of suitability for a particular purpose.

Purchaser must notify Eagle Mountain Flag & Flagpole in writing within 10 days of noticing the defect. Eagle Mountain Flag & Flagpole reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.

All warranties exclude defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances.