

Limited Product Warranty

1. Warranty. Schwartz Chemical Corporation ("Schwartz") warrants that this Schwartz product (the "Product") shall conform to the published Product specifications contained in the literature accompanying the Product, the Product packaging, the product data sheet or Schwartz's website and shall be free from contaminants and defects in material and workmanship for a period of one (1) year from the date of purchase from Schwartz or an authorized distributor or reseller. Replacement Schwartz products provided under this warranty are similarly warranted for a period of 6 months from the date of shipment to the customer or the remainder of the original warranty term, whichever is longer. This warranty is limited to the initial purchaser of the Product from Schwartz or an authorized distributor or reseller.

2. Remedies. Remedies under this warranty shall be limited to the replacement of this Product, with proof of purchase date. Replacement products furnished under this warranty will be on an exchange basis and all exchanged products become the property of Schwartz. Should any product returned to Schwartz hereunder be found by Schwartz to be without defect, Schwartz will return such product to the customer. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising therefrom. In the event that this replacement warranty shall be found to fail of its essential purpose, purchaser's maximum recovery from Schwartz shall be the amount paid by purchaser for products failing to meet the standard of quality or purity referred to herein.

3. General. This warranty is available only if (a) the customer provides Schwartz with written notice of a warranty claim within the warranty period set forth above in Section 1 and (b) Schwartz's examination of the Product discloses that any alleged defect has not been caused by a failure to provide a suitable environment as specified in applicable Product specifications, excessive moisture or humidity, improper application temperature, impurities or contaminants introduced by someone other than Schwartz, improper surface preparation, improper mixing, improperly maintained application equipment, incompatibility with other products, or damage caused by accident, disaster, acts of God, neglect, abuse, misuse, or faulty application or maintenance.

4. Product Improvement. Schwartz reserves the right to make changes to the Product in order to improve reliability, function or design in the pursuit of providing the best possible products.

5. Exclusive Warranty. THE WARRANTIES SET FORTH HEREIN ARE THE CUSTOMER'S EXCLUSIVE WARRANTIES. SCHWARTZ HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SCHWARTZ SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE.

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6. Disclaimer and Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCHWARTZ WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SCHWARTZ'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SCHWARTZ DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT REQUIRED OF SCHWARTZ HEREUNDER. ANY ACTION AGAINST SCHWARTZ MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SCHWARTZ'S AUTHORIZED DISTRIBUTORS AND RESELLERS. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

7. Hazardous Products. Many products sold by Schwartz are hazardous if not handled or used properly and, therefore, should only be handled or used by competent individuals having a full appreciation of all of these hazards and a knowledge of how to safely avoid them. Schwartz shall have no liability for failure of purchaser to comply with these requirements.

8. Adequate Remedy. The customer is limited to the remedies specified herein and shall have no others for a nonconformity in the Product. The customer agrees that these remedies provide the customer with a minimum adequate remedy and are its exclusive remedies, whether based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, or non-conformities from any cause. The customer further acknowledges that the purchase price of the Product reflects these warranty terms and remedies.

9. Force Majeure. Schwartz will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, Schwartz's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

10. Governing Law. The laws of the Province of Ontario shall govern the validity, interpretation and enforcement of this warranty, without regard to its conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.