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Account Application

All information must be completed for processing:

Page 1 – Application

Pages 2-3 – Terms and Conditions Page

4 – Personal Guarantee

Page 5 – Waiver of Liability (informational purposes)

Page 6 – Limited Warranty and Remedy (informational purposes)

Effective April 24, 2018

General Information

Limited Warranty and Remedy

American Products Production Company of Pinellas County, Inc. here after referred to as API, warrants to the buyer and all subsequent purchasers and users, that products supplied by it shall be free from defects in materials and workmanship for a period of one (1) year after the date of shipment from API's factory, provided the API Products are installed and maintained in strict accordance with all applicable safety and building standards and API's recommended installation instructions.

This warranty is valid for only those defects which appear within one (1) year from the date of shipment from API's factory, and providing API is notified in writing within sixty (60) days of defects appearing and prior to the expiration date of the warranty.

API disclaims, and excluded from this warranty is; any and all liability what so ever for, the installation of API Products, selection of Product for any particular use or design, and gaskets, sealants, parts, accessories, materials, components or other manufacturer's products used with API Products, or any lack of performance by API Products, which is attributed to products supplied by others.

API disclaims, and excluded from this warranty is; any and all liability what so ever for any API Product which has been subject to; abuse, miss use, neglect, modifications, alterations abnormal use, accident, fire, flood, earthquakes, acts of God, and or defects caused by normal wear and tear. Any and all decisions regarding the existence of defects in material and workmanship verses the existence of one or more issues (affecting this warranty) caused by others, shall be made by API and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this warranty and or to any other claim relating to defects and or any other condition or use of the products supplied by API, and whether such claim is based upon warranty contract, negligence, strict liability, or any theory, is limited to the repair or replacement of such API Products at the sole option of API, or payment by API, to the purchaser, an amount not to exceed the original purchase price collected by API from the purchaser.

API Products repaired or replaced by API shall be warranted to the same extent and to the same expiration date from the original date of shipment of the original order. This warranty shall not be deemed to have been extended from the date of which warranty work took place.

At no time does this warranty authorize the claiming party or any other party the right to proceed with repair or replacement of API's Products without written authorization by a duly authorized officer of the Company. Any unauthorized repair, replacement and or alteration of any kind to API's Products, without express written authorization from the Company as outlined above, shall deem API not liable for and or responsible to act upon this Warranty in regards to any unauthorized repair, replacement and or alteration of any kind to API's Products.

The parties agree that API's aggregate total cumulative liability under this limited warranty and or any other claim relating to defects and or the furnishing of API Products by API, is limited to the dollar amount of the purchaser's original payment made to API for products furnished by API only. In consideration of this warranty, API shall not be liable for special, direct, indirect, consequential, incidental, liquidated, or delay damages of any kind, including but not limited to loss of use, loss of profits or goodwill, damages for negligence in the manufacturing, design or supplying of the API Products, or any other commercial loss or injury what so ever.

This limited warranty is the only warranty made in conjunction with the sale and distribution of API Products. No representative, distributor or any other person is authorized to make, or makes any other warranty, representation or promise with respects to API Products. No modifications to this warranty oral or written shall be binding on API unless signed by a duly authorized officer of API.