

# **RESORT CABANAS LIMITS OF LIABILITY**

## **MANUFACTURER'S INSPECTIONS**

The materials used by Resort Cabanas to manufacture its products are known to be First Quality material goods. All value added labor performed by Resort Cabanas has been inspected by Resort Cabanas unless otherwise specified. Resort Cabanas does not inspect roll goods or other products requiring no manufacturing. Resort Cabanas is not responsible for the quality of Customer Furnished Materials (CFM) received or other materials not provided by Resort Cabanas.

## **CUSTOMER'S INSPECTION**

Customers are advised to inspect all products received from Resort Cabanas to insure accuracy. Resort Cabanas guarantees its products to be dimensionally accurate and in conformance with customer approved and/or customer supplied plans and drawings.

## **LIMITS OF LIABILITY / WARRANTY**

Resort Cabanas is responsible for manufacturing products in a manner conforming to customer approved dimensional accuracy, customer approved materials selection and for manufacturing products to Industry Standards. All value added manufacturing labor, materials, installation, freight or other efforts performed by anyone other than Resort Cabanas is the sole responsibility of that person, company, or organization. If a product supplied by Resort Cabanas is found to contain a manufacturing defect, Resort Cabanas will repair or replace only the parts found to be defective. Resort Cabanas is not responsible for any consequential damages incurred or to be incurred in connection with any products sold, including but not limited to the cost of labor, the loss of productivity, delay damages, management time, capital costs, materials, installation, freight, or any other costs incurred or to be incurred, without limitation. The purchaser of Resort Cabanas' material recognizes and understands that the obligation of Resort Cabanas is to repair or replace only the parts found to be defective and is the sole remedy arising out of this Agreement.

Resort Cabanas warrants its products for a period of one (1) year from the date of original product manufacture. Certain fabrics, materials, and other components used in the fabrication of Resort Cabanas' products may carry warranties and prorated warranties of differing lengths provided by their manufacturer(s). In all cases, Resort Cabanas warranties do not exceed one (1) year from the date of original product manufacture. Resort Cabanas' warranties specifically exclude product damage or personal injury due to neglect, improper use, improper installation by others, improper maintenance and for damage or injury due to acts of nature or abuse.

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