



WARRANTY POLICY
VERSION: IPWP 11-05-20

IDEAL PRODUCTS GROUP POLICY | LIMITED WARRANTY

The terms and conditions set out here apply to the sale of any products by any of the **Ideal Products Group of Companies** (collectively “Ideal Products”). All orders are accepted and all sales are expressly made conditional on purchaser’s agreement to these terms and conditions notwithstanding any purchase orders or offers containing different or additional provisions. Purchaser’s acceptance of goods constitutes acceptance of these terms and conditions.

1. Ideal Products warrants that it has good title to the goods sold by it and that all products manufactured by it and sold to a purchaser meets the product description as set out in Ideal Products data sheets, and further, the product is free from defects in material and workmanship at the time of manufacture.
2. If the buyer believes it has received material that does not meet the product description or is defective in either or both material and workmanship or that the goods sold to purchaser fail to conform to this limited warranty, purchaser must give Ideal Products written notice of such nonconformance (a) within thirty (30) days of the time when the defect was or should have been discovered, but (b) not later than (60) sixty days after the receipt of the goods in any event, or purchaser waives any warranty claim or other claim with respect to the goods. The buyer acknowledges that it has a duty to inspect the product delivered to it by Ideal Products, upon receipt of goods and if the buyer fails to conduct a reasonable inspection and it is found that a reasonable inspection would have revealed that the product did not meet its description or that there was a defect in material and/or workmanship, the buyer waives any claim under this warranty.
3. Ideal Product’s entire liability (and purchaser’s entire remedy) on any claim arising out of the sale of the goods or its replacement of defective goods, whether in contract, warranty, tort (including negligence and strict liability) or otherwise, shall be limited to the purchase price of the goods that are proven defective. Under no circumstances is Ideal Products liable for labour costs of installation or removal of any product deemed not to match the product description or is defective in material and/or workmanship This warranty does not extend to, and is voided by, goods damaged or failed because of, or by use with, materials or supplies or methods not approved by Ideal Products or other applicable installation standards or codes; or because of misuse; abuse; accident damage in transit; improper handling or installation not in accordance with recommended practices or codes.



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4. Ideal Products does not guarantee the final finish/appearance of any lot of metal jacketing will exactly match the finish of/appearance from a different lot nor will Ideal Products accept returns based on these variations in finish.
5. The buyer acknowledges that any such product claimed by the buyer to not meet the product description or claimed as having a defect or defects in material and/or workmanship, must be kept by the buyer until such time as Ideal Products has conducted its own inspection of the product.
6. If the product is deemed by Ideal Products, to not meet the product description and/or has been deemed to have a defect in material and/or workmanship, Ideal Products will, at its sole option, either repair or replace any such product.
7. If Ideal Products chooses to replace the product, replacement will be F.O.B., Ideal Products manufacturing plant with freight prepaid to destination.
8. In no event shall Ideal Products be liable for damages, lost profits, or revenue.
9. This warranty is given in lieu of all other warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose and all other such warranties are expressly disclaimed.
10. The buyer agrees that no other warranties exist and that Ideal Products has not, either in writing or through verbal representations of Ideal Products or any agent or employee of Ideal Products, directly or indirectly implied, there are any other warranties. So as not to restrict the generality of the foregoing, Ideal Products warranty does not apply to any product or products improperly or negligently used by the buyer, nor is Ideal Products liable for any direct, indirect, special, punitive, exemplary or consequential damages of any sort whatsoever arising from the use or installation of any products sold by Ideal Products and Ideal Products liability, under any warranty, shall be expressly limited to the cost of product deemed not to match the product description or is defective in material and/or workmanship.