

Spectrum Corporation Product Warranty

Spectrum Corporation "Spectrum" warrants the Spectrum Wallboard ("Products") for a period of one (1) year against defects in material and workmanship from the date of shipment.

Spectrum Corporation, at its own discretion, will repair or replace any defect for the first year including parts and labor at no charge. Repairs may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards at Spectrum's sole discretion. Replaced parts or boards are warranted for the remainder of the original applicable warranty period. All replaced parts, boards or product shall become the property of Spectrum. Labor is covered when the parts are returned to Spectrum. On site labor is not covered or included.

No person is authorized to give warranty service, extend, or modify this warranty unless it is in writing and is signed by an officer of Spectrum Corporation. This warranty is in lieu of all other warranties, expressed or implied. No charge for time or materials used by others in making repairs will be paid by Spectrum. Warranty does not cover unauthorized repairs or modifications, abuse, acts of nature, exceptionally high or low voltage and/or improper grounding, installation, operation, or shipment to the factory.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.