

WorthingtonStone™ Synthetic Polymer Stone Column

LIMITED LIFETIME WARRANTY

Limited Lifetime Warranty, Warranty Claims, Limitations for Actions or Suits. Worthington Millwork, LLC hereby expressly warrants its goods and services against defects in workmanship for the lifetime after the date of delivery or installation, whichever comes first.

In no event shall Worthington Millwork, LLC be liable for any warranty claim arising from: excessive wear and tear; vandalism; usage in a manner inconsistent with the normal or intended usage of such goods and services; misuse; neglect; improper maintenance; work or omission by any other person or party, including but not limited to contractors, tradesman, installers, architects, or others not under the direct supervision and control of Worthington Millwork, LLC. Written notice of a warranty claim must be made to Worthington Millwork, LLC's Panama City, FL office within said period, or within 14 days of discovery of the alleged defect, whichever term is shorter. Any action or suit against Worthington Millwork, LLC arising out of or relating to this Limited Warranty must be commenced within one (1) year after the cause of action has accrued.

LIMITATION OF LIABILITY AND DISCLAIMER. NOT WITHSTANDING ANY PROVISION TO THE CONTRARY, THE WARRANTY CONTAINED AND LIMITED HEREIN AND THE EXPRESS WARRANTY OF GOOD TITLE, ARE THE ONLY WARRANTIES EXTENDED OR OFFERED BY RCI, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RCI'S OBLIGATIONS UPON BREACH OF WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AND SERVICES PROVIDED BY RCI, AND IN NO EVENT SHALL RCI HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ALLOWANCE SHALL BE MADE FOR ANY EXPENSES INCURRED BY ANY PERSON OR PARTY IN REPAIRING OR REPLACING ANY OTHER PORTION OF ANY BUILDING, STRUCTURE OR THE PERSONAL PROPERTY CONTAINED THEREIN, SAVE FOR THE GOODS AND SERVICES OUTLINED IN THE PROPOSAL. RCI'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE SALE PRICE OF THE GOODS AND SERVICES, NET OF ANY TRANSPORTATION AND SHIPPING CHARGES. IN THE EVENT OF A BREACH OF THE WARRANTY OR ANY OTHER PROVISION HEREOF BY RCI, RCI SHALL HAVE THE OPTION TO REPLACE THE DEFECTIVE GOODS AND SERVICES OR REFUND THE MONIES PAID BY THE CUSTOMER.

Governing Law and Venue. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of Florida, without regard to its choice of law provisions.