

LIMITED WARRANTY

The products of Richard James Specialty Chemicals Corporation (RJSC) contain highest quality raw materials and are manufactured under strict conditions of quality control. RJSC cleaners are warranted to conform to manufacturing specifications for a period of one year from initial delivery when stored in conditions greater than 32° F. and below 90° F. RJSC primers, sealers, Colloidal Dyes, primers and sealers with incorporated Colloidal Dyes, and floor finishes are warranted to conform to the manufacturing specifications for a period of six months from initial delivery when stored in conditions greater than 32° F and below 90° F. No warranty or affirmation of fact, express or implied, other than as set forth in this limited warranty is made by RJSC regarding its product(s). This limited warranty only applies to products purchased directly from RJSC. RJSC expressly disclaims all express and/or implied warranties for its product(s) that are not purchased directly from RJSC or are resold to or by third parties.

Due to the possibility of improper application, adverse surface or climactic conditions beyond our control, users of RJSC products shall make their own determinations, based on their own tests, as to the suitability of the product(s) for the intended purposes. RJSC hereby expressly disclaims any liability for claims that are due to product misuse, improper product selection, misapplication of product(s), substrate selection and preparation, environmental conditions and any failure to observe safety precautions. RJSC hereby disclaims any implied warranties of merchantability or fitness for any particular purpose regarding any product.

RJSC shall have no liability for consequential, incidental and/or special damages regarding the sale or use of a product even if the potential for such damages has been disclosed to Richard James Specialty Chemicals Corporation. RJSC's liability for product claims is limited to only replacement, at the option of RJSC or refund of the purchase price of the product applied per most current published directions. RJSC's liability shall not exceed the purchase price paid for the product and shall not include any special incidental or consequential losses or damages resulting from selection, use, installation, handling, care of or replacement of the product(s). The limited warranty does not include labor or the cost of labor for application.

Should a claim be asserted against RJSC by any party who did not purchase products directly from RJSC, RJSC shall be indemnified and held harmless by the party who did purchase the products directly from RJSC, including the reasonable attorneys' fees, costs and disbursements incurred by RJSC in its defense of any said claim. This indemnification shall not be deemed or in any manner expand or create a greater obligation on the part of RJSC than that set forth in this Limited Warranty.