

## **Limited Warranty For Vaughn Concrete Products, Inc. Storm Shelters**

1. What this warranty covers and for how long:

Vaughn Concrete Products, Inc. (“VCP”) warrants to the original purchaser the storm shelter to be free from defects in material and workmanship under normal use in accordance with the Storm Shelter Operation Warnings and Instructions. VCP will, at its option, repair or replace, without charge, any part covered by this warranty which is actually found to be defective in material and/or workmanship and actually reported by the original purchaser to VCP within one (1) year after date of sale to the original purchaser. At Vaughn Concrete Products, Inc. request, customer will make the defective part available for inspection by Vaughn Concrete Products, Inc. and/or return the defective part to Vaughn Concrete Products, Inc., transportation charges prepaid. All parts of the Vaughn Concrete Products, Inc. Storm Shelter are covered by this warranty; however, VCP’s obligation under this warranty is limited to the repair (or replacement) of the defective part.

2. What this warranty does not cover:

This warranty does not cover defects caused by depreciation, weather, UV degradation, or damage caused by normal wear, accidents, lack of or improper maintenance, improper use or abuse of the product, alterations, or failure to follow the instructions and warnings contained in the Storm Shelter Operation Instructions and Warnings.

3. How to obtain service under this warranty:

Warranty service can be obtained by the original retail purchaser only, by contacting Vaughn Concrete Products, Inc. Proof of the date of purchase may be required to verify the warranty coverage.

4. Warranty Limitation:

- A. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE BY SELLER OR RELIED UPON BY BUYER WITH RESPECT TO THE QUALITY AND FUNCTION OF THE STORM SHELTER(S) SOLD.
- B. Vaughn Concrete Products, Inc. shall not be liable for any incidental, consequential, or special damages and/or expenses. VCP’s liability shall, in no event, exceed the cost to repair (or replace) the defective part.
- C. No other dealer, distributor, or individual is authorized to amend, modify, or extend this warranty in any way. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Vaughn Concrete Products, Inc. and should not be relied upon.