



Flag Systems Product Warranty
1 year standard warranty

Flag Corps, Inc. warrants the first purchaser (“Buyer”) of a Flag Systems product that the product will, upon shipment, delivery or installation by Flag Systems, be free and clear of any defects in material and workmanship. WITH RESPECT TO APPLIED OR ALTERNATE FINISHES, HALYARDS AND FLAGS, FLAG SYSTEMS MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES.

If any failure to conform to the Warranty appears, and written notice of such failure is given to Flag Systems, within 12 months from the date of shipment, delivery, pickup or installation by Flag Systems (“the Warranty Period”), Flag Systems will, upon substantiation of said nonconformity and its sole option, either repair or replace the faulty Product. Specifically excluded from the Warranty is the cost to remove, ship, replace, or reinstall the faulty Product. Repair or replacement by Flag Systems is the Buyer’s sole remedy, and Flag Systems sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper installation or maintenance, overloading the pole, accident caused by others, weather conditions in excess of published design specifications, or other casualty, misuse or abuse or the Product(s), unusual soil conditions (e.g., extremely acidic soil) or neglect. Nor will the Warranty cover the product if it has been (1) altered or modified (unless the change or modification was done by Flag Systems with written approval from Flag Systems) or (2) used for any purpose for which the Product was not specifically designed, regardless of whether such use is known to Flag Systems.

All warranty claims must be directed to Flag Corps, Inc. Warranties Department, 2300 Valley View Ln. Ste. 109, Dallas TX, 75234. The Product cannot be returned without prior written authorization of Flag Systems and must be shipped and the shipment must be prepaid from the Buyer. If Flag Systems elects to replace the faulty Product, said replaced Product will become the property of Flag Systems.

FLAG SYSTEMS MAKES NO OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES OTHER THAN THOSE THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW. THE DURATION OF ANY IMPLIED WARRANTY THAT MAY NOT BE DISCLAIMED BY APPLICABLE STATE OR FEDERAL LAW IS LIMITED TO THE WARRANTY PERIOD OF TWELVE (12) MONTHS.

REGARDLESS OF WHETHER A CLAIM AGAINST FLAG SYSTEMS IS BASED ON THE WARRANTY OR IS AN ACTION IN CONTRACT, TORT (NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FLAG SYSTEMS LIABILITY FOR LOSSES, DAMAGES, OR EXPENSE OF ANY KIND ARISING FROM THE DESIGN, MANUFACTURE, INSTALLATION USE, REPAIR, OR SALE OF THE PRODUCT IS LIMITED, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, TO AN AMOUNT NOT EXCEEDING THE COST OF THE FLAG SYSTEMS PRODUCT GIVING RISE TO SUCH LIABILITY. FLAG SYSTEMS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES.