

# Patrician

## PURCHASE ORDER – OUT OF SPECIFICATION PRODUCT

Customer desires to purchase product from Patrician Window Coverings, Inc. (“Manufacturer”) which is outside of Manufacturer’s specified product limitations for maximum size restriction and/or tolerance. Manufacturer requires, as a condition of filling such order, that Customer and agree to the Warranty Limitations and Indemnification Provisions set forth below.

Account Number \_\_\_\_\_

Customer Name \_\_\_\_\_

Work Order Number \_\_\_\_\_ Side Mark \_\_\_\_\_

Line Item #(s) \_\_\_\_\_

1. No Warranty

Manufacturer will repair and/or replace all products which under normal use become defective in material or workmanship during the warranty period under the terms of the written Limited Warranty (see warranty for full detail) for products manufactured within product specification. The Limited Warranty does not apply to any product manufactured outside of the specified product limitations, maximum size restriction or tolerance as specified by Manufacturer on its website, [www.patricianwindowcoverings.com](http://www.patricianwindowcoverings.com).

2. Indemnification

Customer hereby agrees to indemnify and hold harmless Manufacturer and Manufacturer’s officers, agents, managers, shareholders, representatives, customers and employees, from any loss, damage, liability ad expense (a “Claim”) for death or injuries to persons or damages to real, personal or intangible property, resulting from the use of any merchandise or product manufactured or delivered by Manufacturer to Customer pursuant to this Purchase Order, except those resulting from the gross negligence or willful misconduct of Manufacturer.

# Patrician

### 3. File Authority

The signatory to the Purchase Order on behalf of Customer represents and warrants that he/she has the full right, power, legal capacity and authority to enter and bind Customer under the terms of this Agreement, without the requirement, approval or consent of any other person or entity.

MANUFACTURER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE IN CONNECTION WITH THE BUYER'S PURCHASE OF UNITS OF ANY PRODUCT AS MANUFACTURED FOR THE ABOVE NOTED.

NO OTHER WARRANTY TO CUSTOMER FROM MANUFACTURER IS EXPRESS OR IMPLIED.

MECHANDISE PRODUCED AND PURCHASE AS RELATES TO THIS WAIVER CANNOT BE RETURNED FOR ANY REASON.

MANUFACTURER SPECIFICALLY DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Name and Title: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_