Stevens Industries, Inc., warrants, for a period of three (3) years from the date of substantial completion, the product manufactured by it to be free from defects in material and workmanship when properly installed under normal use. Some variation in the finishes of these products is characteristic, in terms of color and texture, and does not constitute a defect. Stevens assigns to the original purchaser, to the extent assignable and without recourse to Stevens, any manufacturer’s warranty covering component parts of the product.

This warranty is expressly in lieu of any and all other warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose. Stevens makes no other representations or warranties of any kind, and shall not be liable for any incidental, consequential or other damages for any alleged negligence, breach of warranty, or upon any other theory, other than the limited warranty first set forth above.

It is expressly understood and agreed that the limit of Stevens’ liability shall be, at Stevens’ sole option, the repair or re-supply of a like quantity of non-defective product, and that Stevens shall have no such liability except where the damage results solely from a breach of Stevens’ warranty. Any claim under this warranty shall be deemed waived unless made in writing and received by Stevens within thirty (30) days of the date the defect to which each claim is discovered or would have been discovered, and no later event than three (3) years as aforesaid. The term “original purchaser” as used herein, shall be deemed to mean that party for whom the product is originally installed.