## **GRAVE SAVER**

## LIMITED LIFETIME WARRANTY

**Warranty**. JM Monument warrants that the Grave Saver will:

- Be free from defects in material and workmanship.
- Not Fade from UV exposure or have oxidization or discoloration from exposure to natural elements.
- Not warp or crack from natural weather exposure.

**<u>Remedy</u>**. JM Monument's sole obligation is to repair or replace, free of charge and at its option, any Grave Saver that does not meet the above warranty standards. JM Monument's maximum liability is limited to the price paid for the Grave Saver(s) at issue.

<u>Damages Limitation</u>. JM MONUMENT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME OR USE, TRANSPORTATION LOSS, COMMERCIAL LOSS OR ANY OTHER SPECIAL DAMAGES.

Warranty Exclusions. JM Monument's warranty does NOT cover:

- Fading, oxidization or discoloration from unnatural sources.
- Damage, deterioration or breakage due to:
  - Improper installation or misuse.
  - Damage from mechanical sources, such as lawn mowers, weedwackers or excavators.
  - External causes or acts of God, such as collision, theft, vandalism, riot or wars, lightening, earthquake, flood, tornado or hurricane.
  - Use of a Grave Saver for any purpose other than as a grave marker border.
- Grave markers installed in a Grave Saver.
- Labor, including reimbursement of labor costs, for Grave Saver installation.

<u>Venue for Disputes</u>. ALL DISPUTES MUST BE ADJUDICATED IN STATE OR FEDERAL COURT LOCATED IN MINNEAPOLIS, MINNESOTA. YOU HEREBY WAIVE ANY OBJECTIONS, AND SUBMIT, TO SUCH VENUE.

