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## EVERGREENE PAINT & PLASTER HANDLING GUIDE

### Paint Handling & Storage:

The client ("Buyer") or client's qualified representative must inspect all paint and plaster products ("Material") delivered to a job site by EverGreene ("Seller"). Title of goods for all Material transfers to Buyer upon receipt. It is the Buyer's responsibility to comply with all standard commercial safety, handling, and storage requirements for Material specified by [OSHA Rules 1910.106](#), and/or [OSHA 1926.152 Flammable liquids](#). For specific handling and storage requirements for your Material, see [OSHA 2236 Materials Handling and Storage](#). It is also the Buyer's responsibility to ensure that Material is applied according to MSDS by qualified contractors. Seller is not responsible for Material not handled, stored, or applied according to the above guidelines.

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## DISCLAIMER

**BUYER'S DUTY TO INSPECT.** Buyer must immediately inspect all material for shortages, conformity with order and defects. If goods appear not to conform to the contract between Buyer and Seller, Buyer shall discontinue their use and immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the same. Claims for shortage or deductions for erroneous charges must be presented within fifteen (15) days after receipt of the goods or they are waived. No material will be taken back and credited or replaced unless arrangements for return have been made with Seller. Seller may, at its option, replace those products proven defective or allow credit for an amount not exceeding the sum of the original purchase price thereof. Product must be handled, stored, and installed according to OSHA and MSDS guidelines. Failure to follow these guidelines may result in material failure. Any problem arising from Buyer's failure to follow these guidelines is not the responsibility of the Seller.

**DISCLAIMER OF WARRANTIES.** Seller warrants only that the goods are as described herein, but no other express warranty is made. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the sample or model. The goods sold under this agreement are purchased by Buyer "as is" and "with all faults" and Seller makes no warranty of merchantability or fitness for any particular purpose. Seller is not responsible for existing, concealed conditions that may be revealed during installation and affect the look and/or longevity of the final product. Seller is not responsible for any damages direct or indirect that may arise in any manner whatsoever from the use of this or other product offered by our company, regardless of how such damage is caused.

**Contact EverGreene Architectural Arts at our New York main office:  
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