

allegation that husband-plaintiff relied on warranties. It is further denied that warranties were breached by defendant because husband-plaintiff suffered an accident and injuries.

13. Paragraph 13 is denied generally and specifically with regard to each subparagraph. To the contrary, it is averred that Defendant was not negligent in selling, distributing, testing, inspecting and merchandising said ladder, nor was said ladder defective. It is further averred that defendant neither designed nor manufactured said ladder. Defendant acted only as the retail conduit for said ladder, and made no changes or modifications to said ladder, selling it to consumers in the same condition and state as it was received from the manufacturer.

14. Paragraph 14 is denied insofar as it alleges husband-plaintiff's injuries were the result of tortious conduct on the part of the defendant. Defendant has insufficient information regarding the nature and extent of husband-plaintiff's injuries and hence denies these allegations and demands strict proof thereof at time of trial.

15. Defendant has insufficient information to determine the accuracy of the allegations contained in Paragraph 15 of Plaintiffs' Complaint, and hence, denies the same and demands strict proof at time of trial.

16. Defendant has insufficient information to determine the accuracy of the allegations contained in Paragraph 16 of Plaintiffs' Complaint, and hence, denies the same and demands strict proof at time of trial.

WHEREFORE, Defendant, Sherwin-Williams, denies liability under any theory and respectfully requests that judgment be entered in their favor.

NEW MATTER

By way of additional defense, defendant sets forth the following: