



*INNOVATIVE DESIGN. INTELLIGENTLY SIMPLE.*

## 2-Year Limited Warranty

- (1) Claims of any kind or nature, except for defects pursuant to paragraph (2) below, must be made by notice in writing within seven (7) days after Delivery of Closures and, in any event, prior to the installation or altering of the Closures in any manner from the original condition of delivery, whichever is earlier. The use or resale by the Buyer of the Closures supplied hereunder will constitute full acceptance and all warranties and obligations of the Seller regarding such Closures shall be discharged, except for defects pursuant to paragraph (2) below.
- (2)
  - (a) The Seller warrants to the Buyer that all materials sold to the Buyer and manufactured by the Seller pursuant hereto are free from defects in material and workmanship under normal use and service for a period of **two (2) years from the possession date**. Abuse, misuse and failure due to improper installation are not covered under the Seller's warranty. The Seller's warranty is valid for one installation only, and is not valid if the Closure is moved and/or reinstalled at another location. The Seller's obligation under this warranty is limited to repairing or replacing any parts, found to its satisfaction upon examination, to be defective. The Seller shall not be responsible for labor or other charges not expressly authorized in writing by the Seller.
  - (b) Any parts not manufactured by the Seller, which may be sold together with the Seller's Closures, are subject to any warranty as may be set out by that part's manufacturer. For example, some Closures are sold together with third-party manufactured door operators with a one year limited warranty. Those parts are covered by their manufacturer's warranty only.
  - (c) The Seller warrants that any new parts manufactured and replaced by the Seller are free from defects in material and workmanship under normal use and service for a period of 30 days from possession and/or installation, whichever is earlier.
  - (d) This warranty shall not apply to any parts which have been altered, repaired, or added by any person not expressly authorized in writing by the Seller for such purpose, or by negligence, accident, or criminal act. The aforesaid warranty is made expressly in lieu of all other warranties, express or implied, and in lieu of any other obligations or liabilities on the part of the Seller. Accordingly, **the Seller does not assume any other liability or obligation in connection with the sale of the closure, including any liability for damage to any person or property or economic loss resulting from the use or possession of the Closure.**
- (3) No warranties other than those contained in these terms and conditions shall be applied. All other warranties express or implied, including any implied warranty of merchantability, are hereby expressly excluded. This warranty is not transferrable unless otherwise expressly provided in writing.
- (4) In any case, the liability of the Seller is limited to the price of the Closures in this Order.