

Limited Product Warranty for Entrance Components

Warranty Coverage

Subject to the conditions, exclusions and limitations stated herein. ODL Incorporated (ODL) warrants that its entrance components product (Product) is free from defects in material and workmanship that would render the Product unfit for its normal and recommended use.

This warranty applies only to the first purchaser (Customer) of the Product from ODL. This warranty does not extend to the ultimate consumer, and this warranty is not intended to be conveyed to the ultimate consumer or to be brought to the ultimate consumer's attention in connection with the sale of any goods of which the Product becomes component.

THE DURATION OF THIS WARRANTY BEGINS ON THE DATE OF PURCHASE BY THE CUSTOMER AND EXTENDS FOR THE FOLLOWING PERIODS:

- 1. Twenty-year warranty for the insulated glass component of the Product.
- 2. One-year warranty for all other components of the Product.
- 3. If the Product is an ODL TriSys® Frame System, lifetime limited warranty.
- 4. If the product is a Light-Touch® Internal Blind, twenty years on operation of the Blind, insulated glass seal and the external control mechanism attached to the glass.
- 5. If the product is a Doorglass Shade: ten-year warranty on the operation of the shade, the fabric, and the external control mechanisms attached to the glass.
- 6. If the product is an ODL Severe Weather® Doorglass unit: a twenty-year warranty for the insulated glass seal, and operation of the blind and external controls.
- If the product is a Pro-Series Ventilating doorlight (ODL Model 799 only) twenty-year warranty for all components of the product.
- If the product is a Veranda[™] external grille, there is a twenty-year glass seal and a five-year finish warranty.
- 9. If frame is an Architectural Elements frame: twenty years.

Exclusions From Coverage

This warranty does not cover:

- Defects or damages arising out of shipment by common carriers, private transportation or other means of transportation.
- 2. Defects or damages arising out of improper handling, cleaning, or maintenance, defective or improper glazing, installation, or finishing (including glazing, installation or finishing not in accordance with ODL's instructions) accident, act of God, intentional human acts, misuse, abuse, or any circumstances beyond the control of ODL.
- Product installed in or submitted to high heat conditions, high moisture conditions, high vibration, or extreme temperature changes.
- 4. Product installed in sloped glazing.
- Product containing plastic components, installed in high heat conditions, such as behind a storm door, or painted a dark color.

- Product subjected to stress resulting from localized application of heat, movement of building and or building components, or expansion or contraction of framing members.
 - 7. Labor, shipping, or other charges incurred or claimed by the Customer.
 - 8. Accessories manufactured by persons other than ODL.
 - 9. Product manufactured prior to April 1, 1986.

Inspection and Discovery of Defect It is the Customer's responsibility to inspect the Product immediately upon receipt of shipment. If a defect covered upon such inspection, then the Customer must follow the Warranty Claim Procedures set forth below.

ODL shall have no obligation under this warranty with respect to any defect reasonably discoverable upon immediate inspection after the Product has been installed (or otherwise used). If a defect occurs after receipt of shipment within the warranty period, then the Customer must also follow the Warranty Claim Procedures set forth below.

Warranty Claim Procedures

The Customer must adhere to the following procedure in order to make a claim under this warranty:

- The Customer must present a written claim to ODL Incorporated, 215 East Roosevelt Avenue, Zeeland, MI, 49464, within 30 days after discovering a defect. For the High Performance Frame component, ODL must receive this written claim within the Products lifetime. For the insulated glass component, Light-Touch Internal Blind Insulated Unit or Mechanism, or the Pro-Series Ventilating doorlight, ODL must receive this claim within the twenty-year warranty period. For all other components of the Product, ODL must receive this claim within the one-year warranty period.
- 2. The Customer must use reasonable diligence to include in the written claim all of the following:
 - a. Adequate description of the claim defect(s).
 - b. Identification of Product design or pattern.
 - c. Exact Product size.
 - d. Date Product was manufactured (this date is permanently stamped inside the sealed glass on the aluminum tubular spacer).
 - e. Date of the Customer's purchase, the place of purchase, the purchase price and the date of delivery to the Customer.
- 3. The Customer must, if requested by ODL permit ODL or it's representative to inspect the product.

Remedies

After receiving a valid claim, ODL will, at its option, either (A) repair the Product, or (B) provide a replacement Product (or part, as appropriate) of like kind and design.

Replacement of the insulated glass component or a Light-Touch Internal Blind Insulated Unit or Mechanism component of the Product will result in the following charge to the Customer based on the percentage of ODL's then current wholesale price for a comparable Product:

Period After <u>Purchase (years)</u> 0-5 6 7 8 9 10 11-15	Amount of Charge <u>to Customer</u> none 20% 30% 40% 50% 60% 70%
	70% 80%
15-20	80%

If ODL elects to provide a replacement Product, the limited warranty on the replacement Product will last for the balance of the warranty on the original Product. If the Customer fails to provide satisfactory proof of the date of purchase, the date of manufacture shall be used instead.

ODL's liability under this warranty is limited to either (A) or (B) above, and ODL will in no event be responsible for shipping, labor, removal of original Product, installation of Product, expenses, or other charges, costs or claims incurred by the Customer.

Disclaimer Of Warranty

ODL MAKES NO IMPLIED WARRANTY, INCLUDING A WARRANTY OF MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT OR ANY REPLACEMENT, AND ODL MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT). EXCEPT TO THE EXTENT PROVIDED HEREIN.

Limitation Of Remedies

THE REMEDIES SET FORTH ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR NEGLIGENCE. IN NO CASE SHALL ODL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Unless modified in a later writing signed by both ODL and the Customer, this warranty is the complete and exclusive warranty related to the Product, and it supersedes all earlier agreements and other communications relating to the Product. No employee of ODL or any other party is authorized to make any warranty in addition to this warranty. Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect one of the other provisions.

This warranty is not transferable. Effective February 28, 1994.



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