



## Limited Lifetime Product Warranty for Doorglass

### Warranty Coverage

Subject to the conditions, exclusions and limitations stated herein, ODL warrants that the ODL, Incorporated doorglass product (Product) it sells shall be free from defects in material and workmanship that would render the Product unfit for its normal and recommended use. This warranty extends for the lifetime of the Product, but only to the original purchaser/consumer (Purchaser) who purchases the Product from ODL.

### Exclusions from Coverage

This warranty does not cover:

1. The labor or cost of labor to remove any allegedly defective Product or to reinstall any replacement product;
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 the manufacturer's instructions) accident, act of God, intentional human acts, misuse, abuse, or any circumstances beyond the control of ODL;
3. Product installed in or submitted to high heat conditions, high moisture conditions, high vibration, or extreme temperature changes;
4. Product installed in sloped glazing;
5. Product containing plastic components, (other than an ODL High Performance Frame), installed in high heat conditions, such as behind a storm door, or painted a dark color;
6. Ordinary wear and tear;
7. Product subjected to stress resulting from localized application of heat, movement of building and or building components, or expansion or contraction of framing members; or
8. Accessories not sold by ODL or manufactured by ODL, Incorporated.
9. The insulated glass seal, which has a separate warranty of 20 years.

This warranty does not cover the installation of the Product by the Dealer or any other person, and ODL does not make any representation or warranty regarding the performance of the Dealer even if ODL recommended the Dealer to Purchaser.

### Warranty Claim Procedures

1. Customer shall inspect the Product immediately upon receipt of shipment and/or installation. Customer must notify the Dealer or ODL in writing of any defect that is reasonably discoverable upon receipt or installation within 10 days of such receipt or installation.
2. Customer's written claim shall include all of the following:

- a. Adequate description of the claimed defect.
  - b. Identification of Product design or pattern.
  - c. Exact Product size.
  - d. Date and location of purchase, purchase price and date of delivery to the Customer via the original receipt.
3. The Customer must, if requested by the EntryPoint Dealer, permit ODL or its 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. If ODL fails to repair or replace any defective Product within a reasonable time, its liability to Customer will be limited to the purchase price of the Product (or part, as appropriate). The foregoing shall be Customer's sole and exclusive remedies for any defect in the Product.

Replacement of the insulated glass component or a Doorglass 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 retail price for a comparable Product:

<u>Period After Purchase (years)</u>	<u>Amount of Charge To Customer</u>
0-5	None
6	20%
7	30%
8	40%
9	50%
10	60%
11 – lifetime	70%

If ODL elects to provide a replacement Product, the limited lifetime warranty on the replacement Product will be subject to the foregoing schedule of coverage, which shall run from the date of the original purchase. If the Customer fails to provide satisfactory proof of the date of purchase, the date of manufacture shall be used instead.

ODL will in no event be responsible for shipping, labor, removal of original Product, installation of replacement Product, expenses, or other charges, costs or claims incurred by the Customer. If Customer fails to comply with its obligations under this warranty, including, but not limited to, by failing to provide proper notice or substantiation of the defect, then any claim for breach of warranty will be conclusively deemed to have been waived by Customer with respect to the alleged defect.

### Disclaimer

THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS OR STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY DESCRIBED IN THE FIRST PARAGRAPH. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### Limitation

NEITHER ODL NOR ANY AFFILIATE OF ODL SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY AND ARISING FROM ANY DEFECT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH (IF PERMITTED BY APPLICABLE LAW), PROPERTY DAMAGE, LOST PROFITS, LODGING EXPENSES, OR OTHER ECONOMIC INJURY. ENTRYPOINT SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON IN TORT FOR ANY NEGLIGENT DESIGN OR MANUFACTURE OF THE PRODUCT, OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

No Dealer or ODL employee, nor any other person, may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the Product except in a writing signed by an authorized officer of ODL. 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.

For more information about this warranty, or to make a warranty claim, please contact ODL, Inc. at 215 East Roosevelt Avenue, Zeeland, MI 49464 or call 1.800.253.3900.