

Limited Warranty Model 8850

Subject to the terms and conditions contained in this Limited Warranty, Wayne-Dalton Corp. ("Manufacturer") warrants the sections of the door for **FIVE (5) YEARS** with the exception of the items that follow which is described at the top of this page. These exceptions will be warranted for a period of **ONE (1) YEAR** from the date of installation against:

- (i) Fading, cracking or chipping of the anodized or powder coated finish.
- (ii) Fogging or condensation forming inside of the insulated glass unit.
- (iii) Chipping, cracking, scratching, breaking, or discoloration of the glass due to defects in material or workmanship.

The Manufacturer will not be responsible for glass chipping, breaking, or cracking resulting from any circumstances beyond the direct control of the manufacturer will not be covered under this warranty.

The Manufacturer warrants the garage door hardware (except springs) and the tracks of the above-described door, for a period of **FIVE (5) YEARS** from the date of installation, against defects in material and workmanship, subject to all the terms and conditions below.

The Manufacturer warrants those component parts of the door not covered by the preceding provisions of this Limited Warranty against defects in material and workmanship for a period of **ONE (1) YEAR** from the date of installation.

This Limited Warranty is extended only to the person who purchased the product and continues to own the premises (where the door is installed) as his/her primary residence ("Buyer"). This Limited Warranty does not apply to residences other than primary, or to commercial or industrial installations, or to installations on rental property (even when used by a tenant as a residence). This Limited Warranty is not transferable to any other person (even when the premises is sold), nor does it extend benefits to any other person. As a result this Limited Warranty does NOT apply to any person who purchases the product from someone other than an authorized Wayne-Dalton dealer or distributor.

The Manufacturer will not be responsible for any damage attributable to improper storage, improper installation, or any alteration of the door or its components, abuse, damage from corrosive fumes or substances, salt spray or saltwater air, fire, Acts of God, failure to properly maintain the door, or attempt to use the door, its components or related products for other than its intended purpose and its customary usage. This Limited Warranty does not cover ordinary wear. This Limited Warranty will be voided if any holes are drilled into the door, other than those specified by the Manufacturer.

THIS LIMITED WARRANTY COVERS A CONSUMER PRODUCT AS DEFINED BY THE MAGNUSON-MOSS ACT. NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WILL EXTEND BEYOND THE TIME PERIOD SET FORTH IN **UNDERScoreD BOLD FACE TYPE** IN THIS LIMITED WARRANTY, ABOVE.

- Some States do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Any claim under this Limited Warranty must be made in writing, within the applicable warranty period, to the dealer from which the product was purchased. Unless the dealer is no longer in business, a written claim to the Manufacturer will be the same as if no claim had been made at all.

At the Manufacturer's option, pursuant to the dealer having notified the Manufacturer of a warranty claim, a service representative may inspect the product on site, or Buyer may be required to return the product to the Manufacturer at Buyer's expense. Buyer agrees to cooperate with any representative of the Manufacturer and to give such representative full access to the product with the claimed defect and full access to the location of its installation.

If the Manufacturer determines that the claim is valid under the terms of this Limited Warranty, the Manufacturer will cause the defective product to be repaired or replaced. The decision about the manner in which the defect will be remedied will be at the discretion of the Manufacturer, subject to applicable law. **THE REMEDY WILL COVER ONLY MATERIAL. THIS LIMITED WARRANTY DOES NOT COVER OTHER CHARGES, SUCH AS FIELD SERVICE LABOR FOR REMOVAL, INSTALLATION, PAINTING, SHIPPING, ETC.**

Any repairs or replacements arranged by Manufacturer will be covered by (and subject to) the terms, conditions, limitations and exceptions of this Limited Warranty; provided, however, that the installation date for the repaired or replaced product will be deemed to be the date the original product was installed, and this Limited Warranty will expire at the same time as if there had been no defect. If a claim under this Limited Warranty is resolved in a manner other than described in the immediately preceding paragraph, then neither this Limited Warranty nor any other warranty from the Manufacturer will cover the repaired or replaced portion of the product.

THE REMEDIES FOR THE BUYER DESCRIBED IN THIS LIMITED WARRANTY ARE EXCLUSIVE and take the place of any other remedy. The liability of the Manufacturer, whether in contract or tort, under warranty, product liability, or otherwise, will not go beyond the Manufacturer's obligation to repair or replace, at its option, as described above. **THE MANUFACTURER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES**, including (but not limited to) damage or loss of other property or equipment, personal injury, loss of profits or revenues, business or service interruptions, cost of capital, cost of purchase or replacement of other goods, or claims of third parties for any of the foregoing.

- 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.

No employee, distributor, dealer, representative, or other person has the authority to modify any term or condition contained in this Limited Warranty or to grant any other warranty on behalf of or binding on the Manufacturer, and anyone's attempt to do so will be null and void.

Buyer should be prepared to verify the date of installation to the satisfaction of the Manufacturer.

The rights and obligations of the Manufacturer and Buyer under this Limited Warranty will be governed by the laws of the State of Ohio, USA, to the extent permitted by law.

- This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from State to State.