

Lifetime Limited Warranty

Model 9800

Subject to the terms and conditions contained in this Lifetime Limited Warranty, Wayne-Dalton ("Manufacturer") warrants the sections of the garage door **for as long as you own the door** against:

- (i) The door becoming inoperable due to rust-through of the steel skin backer from the core of the door section, caused by cracking, splitting, or other deterioration of the steel skin, or due to structural failure caused by separation or degradation of the foam insulation.
- (ii) The door hardware (except counterbalance springs) and the tracks of the above-described door **for as long as you own the door** against defects in material and workmanship, subject to the terms and conditions below.

The exceptions to the Limited Lifetime portion of the warranty are the following, which will be warranted for a period of **three (3) years** from the date of installation against:

- (iii) Delamination of the fiberglass skin or peeling of the original factory-applied coating on the door as a result of a defect in the original fiberglass skin where the door sections and the original fiberglass skin and factory-applied coating: (a) have not been subjected to adverse atmospheric conditions or contaminants (such as salt water or other marine environment, or to toxic or abrasive substances, including those in the air); (b) have been maintained in compliance with Manufacturer's recommendations; and (c) have not been subject to physical abrasion, impacted by a hard object, or have been punctured.
- (iv) Peeling, cracking, chalking or fading of the factory-applied coating from the time of installation. If the door is re-stained or re-painted, other than the clear coat recommendations in our instructions, the warranty for the factory-applied coating is void.

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

After a period of **twenty (20) years** from time of installation, replacement of Limited Lifetime Warranty materials will be pro-rated at 50 percent of Manufacturer's published list pricing at time of claim, and Buyer must pay this amount.

This 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 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 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 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 warranty does not cover ordinary wear. This warranty will be voided if the original finish is painted over, unless Manufacturer's preparation and painting instructions are followed explicitly, and if any holes are drilled into the door other than those specified by the Manufacturer.

This 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 this warranty.

Any claim under this 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, 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 warranty, the Manufacturer will repair or replace the defective product. 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 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 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 warranty will expire at the same time as if there had been no defect. If a claim under this warranty is resolved in a manner other than described in the immediately preceding paragraph, then neither this 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 warranty are exclusive and take 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 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 warranty will be governed by the laws of the state of Ohio, USA, to the extent permitted by law. This Limited Lifetime Warranty gives you specific legal rights and you may also have other rights, which may vary from State to State.