

## Spiral<sup>®</sup> VP Door Series LIMITED WARRANTY

Rytec Corporation ("Seller"), an Illinois corporation with its principal place of business at One Cedar Parkway, PO Box 403, Jackson, WI 53037, warrants to the original registered end-user commercial purchaser ("Buyer") that the **Spiral<sup>®</sup> VP Door Series** ("Product") sold to the Buyer will be free of defects in materials and workmanship (ordinary wear and tear excepted) for the time periods set forth below:

**Mechanical** components for a period of **Five (5) Years** from the date of shipment of the Product from the Seller's plant ("Shipment"). Note: **Motor assembly** is considered a mechanical component.

**Electrical** components for a period of **Two (2) Years** from Shipment.

**Hinge rollers, hinges and door track** for a period of **Twenty (20) Years** from Shipment.

**Standard door panel slats** for a period of **Two (2) Years** from Shipment.

**Drive pulleys, side column brush/vinyl seals, spring straps, lower tooth pulley assembly, drive & timing belts, energy chain and cable, wireless mobile unit battery**, are considered wear items and are not covered under this Limited Warranty.

**Aftermarket parts, accessories and assemblies** for a period of ninety (90) days from the date of Shipment.

**Remedies.** Seller's obligation under this Limited Warranty is limited to repairing or replacing, at Seller's option, any part which is determined by Seller to be defective during the applicable warranty period. Such repair or replacement shall be the Seller's sole obligation and the Buyer's exclusive remedy under this Limited Warranty.

**Labor.** Except in the case of aftermarket parts, accessories and assemblies, labor is warranted for one year. This means that Seller will provide warranty service without charge for labor in the first year of the warranty period. Thereafter, a charge will apply in to any repair or replacement under this Limited Warranty. In the case of aftermarket parts, accessories and assemblies, Seller will provide replacement parts only.

**Claims.** Claims under this Limited Warranty must be made (i) within 30 (thirty) days after discovery and (ii) prior to expiration of the applicable warranty period. Claims shall be made in writing delivered to the Seller at the address provided in the first paragraph of this warranty. Buyer must allow Seller and Dealer, or their agents, a reasonable opportunity to inspect any Product claimed to be defective and shall, at Seller's option, either (x) grant Seller and Dealer or their agents access to Buyer's premises for the purpose of repairing or replacing the Product or (y) return of the Product to the Seller, f.o.b. Seller's factory.

**Original Buyer.** This Limited Warranty is made to the original Buyer of the Product and is not assignable or transferable. This Limited Warranty shall not be altered or amended except in a written instrument signed by Buyer and Seller.

**Not Warranted.** Seller does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, damages that result directly or indirectly from: (i) the unauthorized modification or repair of the Product, (ii) damage due to misuse, neglect, accident, failure to provide necessary maintenance, or normal wear and tear of the Product, (iii) failure to follow Seller's instructions for installation, operation or maintenance of the Product, (iv) use of the Product in a manner that is inconsistent with Seller's guidelines or local building codes, (v) movement, settling, distortion, or collapse of the ground, or of improvements to which the Products are affixed, (vi) fire, flood, earthquake, elements of nature or acts of God, riots, civil disorder, war, or any other cause beyond the reasonable control of Seller, (vii) improper handling, storage, abuse, or neglect of the Product by Buyer or by any third party.

**DISCLAIMERS.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND THE SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO THE PRODUCTS SOLD OR SERVICES RENDERED BY THE SELLER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO.

**LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE RESPONSIBLE FOR, OR LIABLE TO ANYONE FOR, SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Such excluded damages include, but are not limited to, personal injury, damage to property, loss of goodwill, loss of profits, loss of use, cost of cover with any substitute product, interruption of business, or other similar indirect financial loss.

**Product Descriptions.** Any description of the Products, whether in writing or made orally by the Seller or the Seller's agents, including specifications, samples, models, bulletins, drawings, diagrams, engineering or similar materials used in connection with the Buyer's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by the Seller or the Seller's agents regarding the use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by the Seller.

**Limited Warranty Void.** This Limited Warranty shall be void in its entirety if:

- (a) The Product is modified in a manner not approved in writing by Seller; or
- (b) Buyer fails to maintain the Product in accordance with instructions contained in the Owner's Manual for the Product.