

## Limited Warranty

1. Limited Warranty. The manufacturer provides a limited warranty and warrants its products and/or components and accessories that were purchased and are used in America, to be free from defects in material and workmanship from the date of the retail purchase or initial installation of the product, whichever is earlier, for the following time periods. Five (5) Years for the entire door opener system for the first purchaser. Two (2) Years for the accessories such as transmitter, wall station, photo eye etc. In addition, the manufacturer warrants the availability of OEM spare parts or equivalent parts for a period of Ten (10) Years from the date of the original retail purchase and product registration.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR OTHERWISE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE MANUFACTURER'S PART.

This warranty is not transferable and only available to the original retail purchaser and for the first retail installation.

In the event of a defect in material or workmanship during the respective warranty periods specified above, from the date of the retail purchase or initial installation of the product, whichever is earlier, the manufacturer will, at the manufacturer's sole discretion, repair or replace the product and/or any defective parts, components or accessories on the terms and conditions and with the limitations and exclusions as set forth below.

This warranty does not cover normal wear and tear, damage caused by corrosion, erosion, abrasion, wind damage, lightning strikes or similar causes, damage caused by improper repair and/or use of non OEM spare parts or components, including any use not specifically authorized in the installation and operating manual as well as any use expressly forbidden by the installation and operating manual.

This warranty does not apply to consumables and parts that routinely wear out over time like light bulbs, batteries and fuses.

2. All Propel Doors products come with a limited warranty the terms of which are incorporated into these terms and conditions by reference. The warranty is included with the product.
  - a) Propel Doors LLC guarantees to repair or replace at our option, any product which fails due to defective material or workmanship within two years from date of shipment, unless failure is due to misuse or improper application. This warranty excludes batteries and radio controls.
  - b) Products are sold with the express understanding that their life and fitness for purposes are indeterminate and largely depend on application and operating circumstances.
  - c) No warranty is made with respect to equipment, accessories, component parts or auxiliary equipment not manufactured by our company, such being subject only to warranties made by their respective manufacturers. We shall in no event be responsible or liable for modifications, alterations, misapplications or repairs you or others make to our products or for damage caused thereto by negligence, accident, overloading or improper use by you or others.
  - d) Replacement Parts: Parts are guaranteed for a period of 90 days.
  - e) We cannot guarantee satisfactory operation of product(s) when recommended options (beyond specifications submitted) are not applied to installation.
  - f) We cannot guarantee satisfactory operation of electrically or electronically operated equipment without adequate and consistent electric supply and interference free (electronically) environment.
  - g) This express limited warranty is in lieu of and excludes all other warranties expressed or implied, including without limitation merchantability or fitness for a particular purpose. This limited warranty shall be void if you or others modify, repair, or in any way alter the materials delivered by us without prior written consent.
  - h) We are not responsible for installation, proper adjustment or operation of the product(s) you order.
3. Limitation of Remedies and Liability. To the fullest extent permitted by applicable law, the remedies provided here are your sole and exclusive remedies for breach of this agreement by us. In no event will we, Propel Doors LLC, be liable to you for any lost profits or other economic loss of, including incidental, consequential, special, direct or indirect damages. In no event will our liability to you ever exceed the total amount paid by you for the product purchased.
4. Export Control. You agree to comply with all export control laws. You agree not to export any product to any country in violation of any export control law without first obtaining any necessary license or approval. You warrant that you are not located in, under the control of, or a national or resident or any country to which the export of the products is prohibited by applicable export control laws.
5. Force Majeure. We will not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfill or otherwise discharge any of our obligations hereunder, to the extent that such delay or failure is caused by any circumstances beyond our reasonable control.
6. Entire Agreement. This Agreement is intended by the parties as a final expression of the terms and conditions of the Order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.
7. Waiver. We shall not be deemed to have waived any rights under this agreement or the order unless such waiver is given in writing and signed by us. No delay or omission on our part in exercising any right shall operate as a waiver of such right or any other right. A waiver by us of a provision of this agreement or the order shall not prejudice or constitute a waiver of our right otherwise to demand strict compliance with that provision or any other provision of this agreement or the order. Neither prior waiver by us nor any course of dealing between you and us, shall constitute a waiver of any of our rights or of any of your obligations as to any future transactions. Whenever our consent is required under this agreement or the order, the granting of our consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld at our sole discretion.
8. Notices. All notices required to be given under this agreement shall be given in writing and shall be effective when a record has been actually delivered, deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown upon the order, received by telecopy or received through the Internet. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.
9. Interest and Fees. In the event of any dispute arising out of the order, this agreement or the transaction described therein, in addition to an award of damages, we shall be entitled to recover: (1) pre-judgment interest on any amount awarded at a rate of 1 ½% per month, (2) all expenses of litigation, including without limitation all filing fees and court costs; and (3) all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.
10. Governing Law and Jurisdiction. The Order, this Agreement and the transaction described therein shall be subject to, construed under and enforced according to the laws of the State of Illinois. Any action in regard hereto or arising out of the terms and conditions hereof shall be instituted and litigated in the courts of the State of Illinois and no other. In accordance herewith, the undersigned hereby submits to the jurisdiction and venue of the courts within the county of Sangamon, State of Illinois.
11. Additional Terms. We are not responsible for typographic errors. We reserve the right to change these terms and conditions or the prices charged at any time, so please check each time you purchase.



p 888-391-8592 f 888-391-8595

opener@propeldoors.com

7 Kemp Dr, Ste C, Chatham, IL 62629

[www.propeldoors.com](http://www.propeldoors.com)