

Higgins Custom Door Designs, LLC.

Reliant Series Doors

Residential Full Overlay with Smart Trim Limited Warranty

Higgins Custom Door Designs, LLC (HCDD) provides a limited warranty on the door system against defects in material and workmanship to the original purchaser from the Date of Delivery, subject to the terms and conditions herein on Reliant Series Doors by Higgins Custom Door Designs carriage house doors with full smart trim overlay all of which are subordinate to the manufacturers warranty and that of modifier, NPF. Nothing in this warranty shall cover any aspects or expand any warranty provision of either the manufacturer of the door (Raynor) or the modifier of same (National PreFinish).

On single family owner occupied residential properties:

1-year on all sectional door components including, but not limited to, base door sections, struts, track, section hardware, rollers, cables, and springs from the date of delivery to the original purchaser.

7-year no abnormal fading on the finish coating of the overlay material. (Abnormal fading warranty to be determined on a case-by-case basis in HCDD's sole discretion)

15-year loss of adhesion on the finish coating of the overlay material.

On all non-owner occupied residential properties (this includes but is not limited to: rental properties, apartment or condo complexes, and homes not owned by a private individuals):

1-year on all sectional door components including, but not limited to, base door sections, struts, track, section hardware, rollers, cables, and springs from the date of delivery to the original purchaser.

3-year no abnormal fading on the finish coating of the overlay material. (Abnormal fading warranty to be determined on a case-by-case basis in HCDD's sole discretion)

3-year loss of adhesion on the finish coating of the overlay material.

Warranty Limitations and Exclusions and Terms and Conditions

HCDD offers a Limited Warranty from the date of delivery to the original purchaser and is not transferrable or assignable unless noted or approved in writing by HCDD. This warranty only extends to the original purchaser provided the door is installed in the original purchaser's owner occupied place of residence. This warranty does not apply in any commercial applications, including but not limited to rental, company or Trust ownership and the like other than private individual ownership for the owner's personal use.

Under the terms of this limited warranty, for any components that are found to be defective upon inspection by an HCDD authorized inspector and timely written notice of 24 hours upon discovery of the defect given to HCDD, HCDD will, at its sole discretion and option, repair or replace the defective components. All labor charges are the responsibility of the consumer and must be performed by an authorized HCDD door dealer.

Claims for defects in material and workmanship covered by this warranty shall be made in writing with Proof of Purchase and photographs of the product in question to HCDD within 24 hours of discovery of said defect, within the warranty period. HCDD reserves the right to have the product returned for inspection, the cost of which shall be borne by the purchaser. HCDD reserves the right to have a certified and/or authorized inspector appointed, in their sole discretion, to inspect the installed door system to validate any and all claims which shall be the final determining factor and not subject to review.

As a condition of warranty, all door systems must be a certified door systems installer approved by HCDD. Any installation by anyone not approved in writing by HCDD voids all warranties and service agreements.

Exclusions:

This limited warranty does not apply to any damage or deterioration to the door caused by mishandling, abuse, negligence, missing components, accidents or casualty, vandalism or graffiti, use of pressure washer, dents, scratches, failure to install per instructions, faulty or defective installations, any alterations or modifications to door assembly not authorized by HCDD in writing, failure to follow maintenance instructions, normal wear and tear, abrasive cleaning, radiation, act(s) of God, foreign substances, salt spray or exposure, thermal bowing as per DASMA TDS 185, shavings or grease from trolley rails not properly removed and cleaned from exterior or interior surface immediately, rubbing or abrasion caused by exterior weather seals even weather seals purchased as part of the door assembly, rubbing or abrasion caused by non-square openings such as arched opening or clipped corners also called Dutch or 45° corners. Failure to provide proper maintenance shall void any and all warranties stated herein.

This limited warranty does not apply to any air or water infiltration through or around the door. Garage door systems are water and air resistant but cannot be perfectly sealed due to the nature of their operation. When a garage door system is properly assembled, installed, and maintained in a properly prepared opening, the risk of significant water and air infiltration from normal rain and wind is low but never completely removed.

This limited warranty does not apply to any structure that the door system may be attached to or placed in or upon. It is not the responsibility of HCDD in any way to verify the structure is acceptable to handle loads and stresses of any door purchased or delivered through HCDD and remains the sole responsibility of the consumer to properly verify the structure is acceptable to handle the loads and stresses of said door system and that the opening in which the door system is to be installed is plumb and level in all axis.

This limited warranty does not apply to any door operator system. Any door operator systems that are to be attached to the garage door system must be by an approved installer of HCDD. Any door operator systems attached to the garage professionally installed door system must be properly rated by the door operator systems manufacturer to handle the specifications of the garage door system. If any of the preceding conditions regarding door operator systems are not met, any and all warranties stated herein are explicitly null and void.

This limited warranty does not apply to paint or stain applied by anyone other than the manufacturer. All field applied paints and/or stains must be approved and applied per HCDD's specifications and said approval must be in writing. Failure to use approved paints and/or stains or failure to apply per approved methods of HCDD shall void any and all warranties herein.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHICH ANY PERSON OR ENTITY MAY INCUR OR CLAIM TO INCUR AS A RESULT OF ANY DEFECT IN THE PRODUCT OR IN ANY CORRECTION OR ALTERATION THEREOF MADE OR FURNISHED BY US OR OTHERS. **OUR MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE THE PURCHASE PRICE PAID TO HCDD WITH RESPECT TO THE GARAGE DOOR SYSTEM TO WHICH SUCH WARRANTY IS CLAIMED.** THE LIMITATION OF LIABILITY PROVISIONS HEREIN SHALL APPLY TO ANY AND ALL CLAIMS OR SUITS BROUGHT AGAINST US, INCLUDING ANY CLAIM BASED UPON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEROIES UPON WHICH LIABILITY MAY BE ASSERTED AGAINST US. ANY AND ALL CLAIMS FOR WARRANTY OR OTHERWISE SHALL BE BROUGHT IN LAKE COUNTY, INDIANA IN THE COMMERCIAL COURT LOCATED THEREIN.

This warranty constitutes our entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. We do not assume (and have not authorized any

other person to assume on our behalf) any other warranty or liability in connection with any product covered by this warranty. WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS REPRESENTATIONS OR COVENANTS AS TO THE WORKMANSHIP, DESIGN, CAPACITY, QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE PRODUCT, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. To the extent of any conflict between this Warranty and any other document, this Warranty and Indiana State law shall control. If warranty is provided in multiple languages, the English language version shall control.