# Limited Product Warranty for Add-On Blinds

### WARRANTY COVERAGE

Subject to the conditions, exclusions and limitations herein, ODL Incorporated ("ODL") warrants that its Aluminum Blinds for Steel and Fiberglass Entry Doors product is free from defects in material and workmanship that would render the Product unfit for its normal and recommended use. This warranty applies and extends only to the original consumer purchasing this product. The duration of this warranty begins on the date of purchase by the consumer and extends for a period of five years.

#### **EXCLUSIONS FROM COVERAGE**

This warranty does not cover:

- A Product that is not installed on a plastic window frame on a steel or fiberglass entry door.
- Defects or damages resulting in failure to install or operate the Product in accordance with ODL's installation instructions.
- Defects or damages resulting from use of the Product for purposes other than those for which it was designed.
- Defects or damages resulting from modifications or attachments to the Product.
- Glass breakage or other damage to the entry door.
- Defects or damages arising out of improper handling, cleaning, maintenance, operation, defective or improper installation (including installation not in accordance with ODL's installation instructions), improper storage, normal wear and tear, accident, act of God, intentional human acts, misuse, abuses, or any circumstances beyond the control of ODL.
- Defects or damages resulting from shipment by common carriers, private transportation or other means of transportation.

## **INSPECTION AND DISCOVERY OF DEFECT**

It is the Consumer's responsibility to inspect the Product immediately upon receipt of the Product. If a defect covered under this warranty is discovered upon inspection, the customer must follow the Warranty Claim Procedure set forth below. ODL shall have no obligation under this warranty with respect to any defect reasonably discoverable upon immediate inspection once the product has been installed. If a defect occurs after installation within the warranty period, then the customer must also follow the Warranty Claim Procedure set forth as follows.

#### WARRANTY CLAIM PROCEDURE

- The Consumer must present a written claim to ODL within 30 days after discovering the defect. The Consumer must submit its claim to the following address: ODL Incorporated, Customer Service, 215 East Roosevelt Avenue, Zeeland, Michigan, 49464. ODL must receive this written claim within the warranty period.
- 2. The Consumer must use reasonable diligence to include all of the following in the written claim:
  - a. An adequate description of the claimed defect(s);

- b. The type and style of Product;
- c. Exact Product size;
- d. The date of the Consumer's purchase, the place of purchase, and the purchase price.
- 3. The Consumer must, if requested by ODL, permit ODL or its representative to inspect the Product.

#### REMEDIES

If a defect covered by this limited warranty occurs, ODL will either repair or replace the Product at its sole discretion. A different remedy may be provided by ODL in the event of Product as to which replacement parts are no longer available, as determined by ODL. This "repair or replace" remedy is the sole and exclusive remedy under this limited warranty.

If ODL elects to provide a replacement Product, the limited warranty for the replacement product will last for the balance of the warranty of the original Product.

ODL WILL IN NO EVENT BE RESPONSIBLE FOR SHIPPING, LABOR, REMOVAL OF ORIGINAL PRODUCT, INSTALLATION OF REPLACEMENT PRODUCT, FINISHING EXPENSES, OR OTHER CHARGES, COSTS OR CLAIMS INCURRED BY THE CONSUMER.

#### **DISCLAIMER OF WARRANTY**

NO IMPLIED WARRANTY, INCLUDING A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE PRODUCT (OR ANY REPLACEMENT) BEYOND THE DURATION OF THIS WRITTEN WARRANTY. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

#### LIMITATIONS OF REMEDIES

The remedies set forth above are the consumer's exclusive remedies for breach of warranty or negligence. In no case shall ODL be liable to the consumer or another person for any general, special, incidental or consequential damages. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.)

Unless modified in a later writing signed by both ODL and Consumer, this warranty is the complete and exclusive warranty related to the Product, and it supersedes all earlier agreements and other communications relating to the Product. No employee of ODL or any other party is authorized to make any warranty in addition to this warranty. Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect one of the other provisions. This warranty is not transferable. This warranty gives the Consumer specific legal rights, and the Consumer may also have other legal rights which may vary from state to state.



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