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NEWTON COUNTY CENTRALIZED STORAGE FACILITY

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08-4300 Storefront Warranty



LIMITED LIFETIME WARRANTY
For Doors with Welded Corner Construction

This warranty is in addition to the Oldcastle BuildingEnvelope® ("OBE") current standard warranty and applies solely and exclusively to OBE doors with welded corner construction. This is to certify that OBE warrants to its customers and all subsequent purchasers and users that:

Welded corner construction of the doors shall be free from material defects in workmanship and material for the normal, useful life of the door.

The warranty set forth above commences at the date of shipment from factory and applies only if the doors are installed and maintained according to recommended practices and installation instructions, and only if OBE is notified in writing within sixty (60) days after such defects appear.

OBE does not make any other representations or warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

This warranty also does not cover, and OBE hereby disclaims all liability for the installation of OBE doors. This warranty does not cover, and OBE hereby disclaims all liability for any door which has been subject to abuse, alterations, modification, neglect, misuse, abnormal use, accident, fire, war, flood, earthquakes, acts of God, or damage caused by parts not supplied by OBE. All decisions regarding alleged defects in material and workmanship shall be made by OBE and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this warranty or with respect to any other claim relating to defects or any other condition or use of the doors supplied by OBE, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory is limited to repair or replacement of such doors or repayment by OBE of the purchase price paid to it and does not include the replacement of glass, gaskets, hardware, immediate framing, temporary enclosures or any labor or installation costs.

In no event shall OBE be liable for special, direct, indirect or consequential damages of any kind, including but not limited to loss or use, loss of profits or good will, or other commercial loss or injury.

No representative, customer or any other person is authorized to make or makes any warranty, representation or promise with respect to the doors. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on OBE unless made in writing and signed by an OBE authorized representative.