

## Limited Lifetime Warranty - TOTAL SATISFACTION Program Residential Door For Non Commercial Use

Garaga Inc. the Manufacturer, offers a Lifetime warranty on its insulated garage door models H-Tech, Top Tech, Townships Collection (Eastman, Cambridge), Standard+, Acadia 138 and Triforce for as long as you own the door from the time of installation, against rust through due to cracking, checking or peeling of the paint finish occurring in normal atmospheric conditions, against structural failure (rendering the door inoperable) of the door sections due to delaminating of foam insulation and against all cracking or rotting of the wood end blocks. Other conditions pertaining to the validity of the warranty apply and are set forth below.

For the Townships Collection (Eastman, Cambridge models), the Manufacturer warrants its white PVC overlays for ten (10) years from the time of installation against discoloration and five (5) years against delaminating from the steel skin.

The Manufacturer warrants the Dualforce and Uniforce garage doors for fifteen (15) years, from the time of installation, for as long as you remain owner of the door, against rust through due to cracking, checking or peeling of the paint finish occurring in normal atmospheric conditions. Other conditions and exceptions pertaining to the validity of the warranty apply and are set forth below.

The Manufacturer warrants its Garaga branded sealed glass units (thermopanes) for ten (10) years from the time of installation against the formation of condensation and 1 year for thermal break. Sealed glass units must be installed by Garaga or one of its authorized distributors. Broken sealed glass units are not covered by any warranty once installed and accepted by the client.

The Manufacturer warrants its Dura+ residential hardware for a period of two (2) years from the time of manufacturing against defects in workmanship and material and one (1) year for Value Kit type from the time of manufacturing.

The Manufacturer warrants that any part of the door not covered by the above limited warranty will be free from defects in workmanship and material for one (1) year from the time of installation.

This warranty extends only to the original purchaser of the product. It is not transferable. The warranty applies to residential property only and is not valid on commercial or rental property.

Pro-rated warranty on all materials: the warranty will be complete the first year, and pro-rated for the following years according to the years left on the warranty. The lifetime warranty on H-Tech doors will be considered as thirty (30) years for pro-rating calculation purposes. The lifetime warranty on models Top-Tech, Townships Collection (Eastman, Cambridge), Standard+, Acadia 138 and Triforce will be considered as twenty-five (25) years for prorating calculation purposes. The value of the warranty is calculated on the selling price paid by the distributor at the time of the claim.

## **WARRANTY Description**

Upon the purchase of a Garaga product, the buyer accepts this warranty and agrees it is the only official warranty, thereby excluding any other representation, warranty or condition, whether written or implied, offered by whomever, except if stated in writing by an authorized Garaga agent.

These warranties are subject to the following restrictions:

- The product has not been modified or repainted by or for the consumer.

- The product has been used for its intended purpose under normal services conditions, that is to say, for individual residential use (excluding multiple residences or condominium).
- The product has been properly installed and subject to an inspection by a Garaga agent.
- The installation of dark colour doors facing South-East, South or South-West is not recommended by Garaga. In the event of such an installation, the warranty against delamination shall be reduced by 50% (15 years on H-Tech, 12 ½ years on Standard+, Top Tech, Townships Collection (Eastman, Cambridge), Acadia 138 and Triforce and 7 ½ years on Dualforce and Uniforce).

Any claim must be submitted in writing to the Manufacturer within thirty (30) days of knowledge of the alleged defect, and must be received by GARAGA within the period of the warranty, otherwise, the warranty shall be deemed null and void.

These warranties expressly exclude:

- Any costs related to the transportation of the replacement product;
- Any installation and labour charges related to the replacement product, unless it is honoured by a Garaga authorized distributor under his own labour warranty;
- Any paint charges in the event the door had been repainted by or for the client;
- Any cost that the user of Garaga products may incur in exercising this warranty;
- Any cost resulting from an accident or any other defective materials:
- Any responsibility as to changes in models, materials, standard colours, etc. made by Garaga, and/or its suppliers since the date of purchase of the product.

Garaga reserves the right to provide products of similar quality, but of a different colour in order to fulfill its obligations in the event it couldn't provide products of the original colour or, if in its opinion, a door of a different colour could prevent the problem from reoccurring. Garaga may also choose to replace a door section only.

The replaced product becomes Garaga's property and must be returned to Garaga at the client's expense, unless a special agreement is reached with the Garaga agent.

## Maintenance Done by the Consumer

The Garaga product user commits to carry out regular [annual] maintenance recommended by Garaga (see installation, maintenance and warranty manual). The user recognizes having received the installation, maintenance and warranty guide.

## **DISCLAIMER**

Except for the warranty expressly set forth herein, Garaga hereby disclaims and excludes all representations, warranties and conditions, whether written or oral, implied, statutory or otherwise with respect to its products and all components and elements thereof, including, without limitation, implied warranties and conditions of merchantability and fitness for particular purpose including any and all warranties and conditions found in the applicable sale of goods acts.

This warranty is effective as of June 2010