



Limited Lifetime Warranty for ODL Brisa Retractable Screen Door

Warranty Coverage

Subject to the conditions, exclusions, and limitations stated herein, ODL Incorporated ("ODL") warrants that its Brisa Retractable Screen Door ("Product"), if used as intended for its defined lifetime, will be free from defects in material and workmanship that otherwise would make the Product unfit for its normal and recommended use. This warranty applies only to the first individual consumer who purchases the Product for installation purposes ("Customer"). This warranty begins on the date the Customer purchases the Product and lasts for the Product's lifetime, so long as Product is used as intended and owned by the Customer.

Inspection & Notice

Customer is responsible for inspecting the Product immediately upon its receipt. ODL will have no obligation under this warranty with respect to any defect reasonably discoverable from an inspection, once the Product has been installed. For any claimed defect covered by this warranty, the Customer must follow the Warranty Claim Procedure set forth below.

Warranty Claim Procedure

If within the applicable warranty period, the Customer discovers a defect in the Product that is covered by this warranty, the Customer must follow this procedure:

1. The Customer must call Customer Service at 1-800-253-3900 and separately submit a written claim to the Customer Service Manager, ODL Incorporated, 215 East Roosevelt Avenue, Zeeland, Michigan 49464.
2. The written claim must be submitted within the warranty period and within thirty (30) days from the date of the Product's receipt for any defect reasonably discoverable or thirty (30) days from discovery in the event any other defect is identified.
3. The Customer must use reasonable diligence to include in the written claim all of the following: (a) adequate description of each defect; (b) identification of Product (size, design, type and model number); (c) date of purchase, place of purchase, and the date of delivery to the Customer; and (d) current address or location of the Product.
4. The Customer, at ODL's option, must permit ODL or its representatives to inspect the Product.

Failure to give notice of a claimed defect as required will constitute an absolute waiver and release of all claims the Customer may have, and ODL will have no liability, under this warranty or otherwise, for that claimed defect. As a condition of this warranty, ODL and its agents must be provided access to the Product, unmodified, for inspection or testing. Any alteration, replacement, attempted repair, or self-help of the Product, without ODL's prior written approval or before ODL's inspection, will render this warranty and any other applicable remedies null and void.

Remedies

After receiving a valid claim, ODL will at its option (a) repair the Product, (b) provide a replacement Product of like kind and design, or (c) upon the return of the Product to ODL, refund the Customer the purchase price of the Product paid by the Customer. 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. If the Product as originally installed is no longer available, ODL will have the right to substitute product that, in its determination, is of equal or comparable quality. If a refund is provided, this warranty will terminate.

Disclaimers

THERE IS NO IMPLIED WARRANTY, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR THIS PRODUCT (OR ANY REPLACEMENT), TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERMS HEREIN. There are no other warranties other than the express warranty stated herein. No sales representative, employee, installer, contractor, or any other party has the authority to modify or expand this express warranty, or to waive any limitation, exclusion, or condition. Unless modified in a later writing signed by both ODL and Customer, 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.

Limitation of Remedies

THE REPAIR, REPLACEMENT, OR REFUND SET FORTH HEREIN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. IN NO CASE WILL ODL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, SHIPPING COSTS, REMOVAL COSTS, INSTALLATION COSTS, FINISHING EXPENSES, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE OR EXPENSE, WHETHER DUE TO ANY DEFECT IN THE PRODUCT, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. UNDER NO CIRCUMSTANCES WILL ODL'S LIABILITY FOR ANY DEFECT IN THE PRODUCT, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCT. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE OR FEDERAL LAW, AND OTHER LEGAL RIGHTS MAY EXIST. CUSTOMER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR OR REGISTRATION OF THE PRODUCT SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

Exclusions

This warranty is not transferable or assignable. No one has rights under this warranty unless and until ODL receives full payment of the purchase price. This warranty does not cover: (a) damage to the screen mesh component of the Product; (b) Product that is not installed on a steel, wood or fiberglass entry door; (c) defects or damages resulting from the failure to install or operate the Product in accordance with ODL's installation instructions; (d) defects or damages resulting from modifications or attachments to the Product; (e) damage to the entry door or other housing materials; (f) defects or damages related to improper handling, cleaning, maintenance, operation, defective or improper installation, improper storage, normal wear and tear, accident, act of God, intentional human acts, misuse, abuses, or any circumstances beyond the control of ODL; or (g) defects or damages resulting from shipment by common carriers, private transportation or other means of transportation.

Period of Limitations

No claim, suit, or other proceeding arising out of or related to the ODL Product or these terms, including without limitation this warranty, may be brought by the Customer or anyone else after one (1) year from the date it accrues. No discovery, estoppel, or other rule will apply to extend this limitations period.

Applicable Law

This warranty and the terms herein will be considered to have been made in the State of Michigan and will be governed by and interpreted according to Michigan law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to the Product or this warranty must be brought only in a federal or state court in Grand Rapids, Michigan, having jurisdiction over the subject matter, and the Customer and any other claimant irrevocably consent that such court will have personal jurisdiction over them and waive any objection that the court is an inconvenient forum. In the event any suit is brought against ODL in violation of these terms or for claims waived or released herein, the person agrees to pay ODL's attorney and paralegal fees as well as costs to defend such suit.

Miscellaneous

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. These terms will be binding on the Customer and ODL, as well as any representatives, assignees, and successors.

ODL's Rights

ODL has all rights and remedies given to sellers by applicable law, and its rights and remedies are cumulative and may be exercised from time to time. No waiver or novation by ODL will be effective unless in writing signed by ODL. ODL will not lose any right because it has not exercised that right in the past.

Additional Consumer Rights

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.