

CREATIVE DOOR SERVICES LTD. LIMITED WARRANTY

The following limited warranty applies to all services performed and product(s) furnished (Product(s)) by Creative Door Services Ltd., (CDS). CDS additionally will comply with all additional warranties and limited warranties provided by the manufacturer, subject to the manufacturer warranty terms and conditions. Labour charges for work performed by anyone other than CDS, and damages attributable to work performed by anyone other than CDS, will not be covered under this warranty. No other warranty either implied or expressed is valid.

WARRANTY TERMS AND CONDITIONS

- 1. A proof of supply and/or install is required to validate product and/or labour warranty under the manufacturer or CDS warranty.
- 2. There will be product warranty with exclusion of CDS labour warranty on supply only product and/or material and/or parts.
- 3. All products and services provided by CDS are warrantied to the original consumer against defects as follows:
 - a. CDS installation labour of a complete door or complete door system is warranted against defects for a period of one (1) year from date of installation.
 - b. CDS service or repair labour is warrantied against defects for a period of thirty (30) days.
 - c. CDS service and repair parts are warrantied against defects for ninety (90) days from date of purchase. Any claims received after the said times will not be honoured.
 - d. If an order is received that is short parts or hardware, the customer must notify CDS within five (5) business days.
 - e. In cases where products are used in areas or in circumstances against CDS's or the manufacturer's instructions or recommendations, the warranty does not apply.
 - f. No warranty time period is extended by the manufacturer and/or CDS, for field labour charges incurred through replacement of incorrect or defective products, parts, or accessories.
- 4. Seller's obligation under this warranty is specifically limited to repairing or replacing, at its option, any part which is determined by Seller to be defective during the applicable warranty period.
- 5. No returns will be accepted by CDS unless submitted to CDS and pre-approved by CDS in writing, at CDS's sole discretion. In order to receive authorization, CDS must be contacted to obtain an authorization number. The RETURN GOODS AUTHORIZATION (RGA) authorization number must be marked on the freight bill and on the outside of any boxes. Failure to do this may result in the return being refused, incurring additional freight charges. All returns are to be shipped freight prepaid by customer—collect shipments will be refused.
- 6. All returns are subject to a 20% restocking charge. No returns or cancellations will be accepted on custom orders or special merchandise.
- 7. CDS reserves the right to investigate a claim to determine in its sole discretion whether warranty applies (in whole or in part) without waiving its right to later deny warranty based on information revealed by the investigation.



WARRANTY EXCLUSIONS

- This is a non-transferable warranty, and CDS warranty does not cover;
 Normal wear and Tear, Modifications, Any damages arising as a result of improper use,
 Customer applied paint, Corrosive airborne substances, Failure to perform routine
 maintenance, or if damaged after installation.
- 2. In Addition to Warranty Exclusions above, for product intended for Commercial Use, the following Exclusions also apply:
 - a. Corrosive, toxic, or abrasive environmental exposure including sand, salt water, salt spray, and toxic chemicals and fumes (Car Wash, Plant Sites, etc.)
 - b. Pressure Washing is used or present
 - c. Excessive cycle usage beyond CDS or manufacturer's specifications.
- 3. This warranty does not apply to any damage resulting from an act of God or other damage that may result from a deliberate act or negligence on the part of the customer, owner of the building, or any third party.
- 4. <u>Limitation of Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER'S SOLE RECOURSE AGAINST CDS IS LIMITED TO THE EXPRESS WARRANTIES HEREIN, AND IN NO EVENT SHALL CDS BE RESPONSIBLE OR LIABLE TO BUYER (OR CLAIMS OF ANY THIRD PARTY AGAINST BUYER) FOR SPECIAL, INDIRECT, COLLATERAL, PUNITIVE OR EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF CDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.