

Limited Warranty Form

Subject to the terms and conditions set forth herein, The Sliding Door Company, Inc. and TSDC Beyond Doors Canada 2020 (TSDC) provides this Limited Warranty only to the person or entity that originally purchased the project from TSDC or its authorized affiliate (Original Purchaser) and only for the products purchased/delivered in the United States and Canada.

This limited warranty shall not become effective unless the Original Purchaser completes section 11 below and returns the completed Limited Warranty form to TSDC set forth in section 8 within 90 days of purchase.

1. **Limited Warranty:** TSDC warrants that the sliding door product (s) described in Section 11 below (the Product) shall be free from material defects in workmanship and materials under normal use from date of original purchase of the Product, for a period set forth in Section 2 below (Warranty Period), except as otherwise stated herein. The Original Purchaser's sole and exclusive remedy and the entire liability of TSDC under this Limited Warranty will be at TSDC's option to either furnish replacement parts for the Product or to furnish a new Product during the Warranty period at no charge to the Original Purchaser.

2. Warranty Period:

- a. Frames, Wheels and other moving mechanisms of the Product: 10 Years from date of purchase
- All other components, Accessories, locks, latches, including glass panes: 1 Year from date of purchase*
 *Replacement panels due to glass breaking will be charged at 50% discount during warranty period
- 3. **Replacement Parts/Products**: TSDC may, at its option, replace any defective Product, part or component thereof with any reconditioned product or part that TSDC reasonably determines is substantially equivalent or superior in all material respects to the defective Product or part. Replacement product and parts will be warrantied for the remainder of the original warranty period or 90 days, whichever is longer and subject to the same limitations and exclusions set forth in this Limited Warranty. All Products and parts replaced by TSDC shall become the property of TSDC upon replacement.

4. Service Call to Installation Site:

- a. If a service call is determined to be necessary by TSDC and <u>TSDC provided the initial installation</u>, the service call will be made free of charge to the purchaser for a period of **90 days** (3 calendar months) from installation date.
- b. If service calls are determined to be necessary by TSDC and TSDC provided the installation **more than 90 days prior to the requested service call**, the service call will cost the requester \$250 for the site visit plus the cost of any required parts.
- c. If a service call is determined to be necessary by TSDC and **TSDC did NOT provide the initial installation**, a fee will be provided to the requester via a written estimate (as long as the site is within 50 miles from a TSDC showroom) for the requester to review and approve before a service call is scheduled.
- 5. **Exclusions**: The Limited Warranty does NOT cover:
 - a. Installation, Removal of Client's items or Shipping Costs
 - b. Products, that in TSDC's judgment, have been subjected to abuse, alteration, modification, tampering, negligence, misuse, faulty installation by client or their designee, lack of reasonable care, accident or other external causes, including but not limited to earthquakes, fire, floods, weather or condensation.
 - c. Products that have been altered by removal of the aluminum frames or by adding 3rd party accessories.
 - d. Products that have been subject to improper or incorrectly performed maintenance or repair.
 - e. Products that have been purchased through an inventory clearance, liquidation sale or other sale in which TSDC or other seller expressly disclaims its warranty obligation pertaining to such Product.

6. Submitting a Claim:

- a. Upon discovery of a defect of the Product, the Original Purchaser shall notify TSDC in writing at the address set forth in section 8 below or CALL 818-534-2344 directly (USA number).
- b. TSDC shall evaluate the Product/Situation within a reasonable period and if TSDC determines that the defect in question is covered by this Limited Warranty, TSDC shall repair or replace the Product or part as soon as practical.
- 7. Disclaimer: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE

LIMITED TO THE DURATION FOR THE APPLICABLE WARRANTY PROVIDED HEREIN. THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE ORIGINAL PURCHASER.

- 8. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, TSDC IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL, RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF TSDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT OR PART. THE MAXIMUM LIABILITY OF TSDC UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THIS WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIATE, EXPRESS, IMPLIED OR STATUTORY. Some states do not allow for exclusions or limitations or incidental or consequential damages, so the above limitations may not apply in certain areas. This Limited Warranty provides specific legal rights and you may also have other rights which vary from state to state.
- 9. **Notices**: All notices and other communications provided herein shall be sent to the address below:

The Sliding Door Company: 20235 Bahama Street, Chatsworth, CA 91311 Phone: 818-534-2344

- 10. Governing Law: This Limited Warranty shall be governed by the laws of the State of California.
- 11. **Transfer**: This Limited Warranty is NOT assignable or otherwise transferable.

CUT ALONG THIS LINE AND RETURN TO TSDC



12. P i	urchaser	and	Proc	duct I	Inform	nation:
----------------	----------	-----	------	--------	--------	---------

Original Purchaser	Print Name	 Date
Address:		
Email Address:		
Order # Q	Original Date of Purchase:	Date of Receipt:
Place of Purchase (Name of	of showroom or seller)	
City and State where purch	nased:	

slidingdoorco.com / 818-534-2344

Thank you for choosing TSDC to provide your interior glass door solutions!