

National Hardware Limited Warranty

LIMITED WARRANTY

Except as otherwise provided below, National Manufacturing Co., its subsidiaries and affiliates (“National”) warrants that all products manufactured by National and sold under the National name (“Products”) are free from defects in workmanship and materials under normal use and regular service and maintenance for a period of one (1) year from the date of original installation.

The sole and exclusive liability of National under this warranty or otherwise, shall be limited to the repair or replacement of any Product or component part which shall prove defective to the original purchaser from National. National will not pay for the costs or repair performed other than in accordance with this warranty.

WARRANTY CLAIMS

Any Products believed to be defective as covered by this warranty may not be returned without prior written Returned Materials Authorization (RMA) from National Customer Service (800) 346-9445 covering specific items and quantities within thirty (30) days from the discovery of the alleged defect(s). National will inform the purchaser where to ship said Product(s), shipping charges prepaid, for examination. In the event such examination reveals a defect covered by this warranty; National will, at its sole option, repair or replace the Product, and return it or its replacement to the purchaser, with charges only for shipping.

GENERAL LIMITATIONS OF WARRANTY

This warranty is subject to the use of the Products in accordance with National’s standard recommendations for door sizes and frequency of operation and does not cover defects or damage arising from Acts of God, improper installation, incorrect application, lack of or improper maintenance, improper storage, shipping and handling, excessive wear and tear, modification misuse, abuse, vandalism, accident, unauthorized service, or use with unauthorized products or parts. This warranty applies only to the functionality of the Products and does not apply to the Products’ finish.

EXCEPT AS SET FORTH HEREIN, NATIONAL MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS, WARRANTIES, PROMISES OR STATEMENTS HAVE BEEN MADE BY NATIONAL, WITH RESPECT TO THIS PRODUCT, OR ANY PART OR PORTION THEREOF. IN ADDITION, NATIONAL MAKES NO WARRANTY OF MERCHANTABILITY OF THIS PRODUCT OR ANY PART OR PORTION THEREOF, FOR ANY PURPOSE, NOR ANY WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF. NATIONAL SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY BUYER OR ANYONE CLAIMING BY, THROUGH OR UNDER BUYER, AS A RESULT OF THE CONDITION OF THIS PRODUCT, OR ANY PART OR PORTION THEREOF, AND THERE ARE NO ORAL OR WRITTEN UNDERTAKINGS OR AGREEMENTS OF ANY TYPE PROVIDED BY NATIONAL EXCEPT AS EXPRESSLY SET FORTH HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY IN YOUR STATE.

This warranty is governed by the law of the State of California without regard to its conflicts of law principles. National and purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to sale of the Products covered by this warranty.