



## Residential Garage Door Installation Warranty

The undersigned Clopay Master or Authorized Dealer (“Dealer”) provides this separate limited installation warranty (the “Installation Warranty”) for a one (1) year period (the “Warranty Period”) following the “Date of Completed Installation” noted below of the Clopay garage door product installed by Dealer (the “Covered Installation”). This Installation Warranty is provided solely by Dealer and does not include or cover the product warranty provided by Clopay for the garage door product itself.

Dealer makes the following express Installation Warranty for your Covered Installation: Dealer will repair and/or correct all Installation Defects for a period of one (1) year from the date of substantial completion of the original installation. An “Installation Defect” is an error that significantly impairs the proper operation of your Clopay garage door and/or that does not substantially conform to Clopay’s recommendations, industry standards and quality guidelines. Upon timely notice from you provided within the Warranty Period, Dealer shall, at its sole option, either: (1) furnish labor to repair any such Installation Defect (and provide replacement materials if Dealer determines such materials are necessary to make the repairs; or (2) refund the original purchase price of the cost of installation. Dealer will provide parts and labor necessary to correct any Installation Defects of any Clopay garage door, subject and pursuant to the terms of this Installation Warranty. Dealer expressly reserves the right to inspect and/or verify whether a defective Installation has occurred and the damage occurred as a direct and sole result of that Installation. Dealer shall have no obligation under this Installation Warranty for claims received after the Warranty Period has expired.

Should Dealer fail to honor this Installation Warranty during the Warranty Period, you may contact Clopay at the address or phone number listed below. If the work is determined by Clopay to have been performed in a manner inconsistent with Clopay’s recommendations and industry standards, Clopay will assist – to the extent it deems appropriate in its sole discretion – in the resolution of such defective work. If the warranty work requires the replacement of a Clopay garage door product that is no longer available, you agree to accept a reasonable product match. This Installation Warranty is non-transferable and extends to and benefits only the original end purchaser of the Clopay garage door product, and shall not apply to builders/new construction, multi-family units, condominium associations, or commercial, industrial or any other non-residential installation.

Both Dealer and Clopay’s obligations under this Installation Warranty shall at all times be subject to their respective current warranty policies and procedures at the time a warranty claim is submitted.

### What Is Not Covered:

This Installation Warranty does not cover the following items:

- A. Damage related to or resulting from: subsequent alterations, improper attachment of the electric opener, misalignment of the opener photo-eye, operation beyond rated capacity, improper use, or abuse of the Covered Installation by any person other than Dealer; fires, electrical malfunctions, accidents, floods, sub-grade moisture conditions, leaks, structural settlement or movement, latent defects in the home, vibration, accidents, improper handling or operation or cleaning, acts of God, accident or casualty, vandalism, radiation, chemical action, presence of abrasive materials, or foreign substances in the atmosphere; failure to follow all installation and maintenance instructions from either Dealer or Clopay; or materials, components or services furnished by third-parties.
- B. Any defects or issues with the Clopay garage door product itself. This is covered by the applicable warranty issued by Clopay, which you should review for warranty coverage and limitations and is available at: <http://www.clopaydoor.com/residential/buyingguide/residential-warranty-information>.
- C. Any installation defect that was apparent or ascertainable at the time the Installation was completed but was not promptly reported to Dealer;
- D. Routine maintenance, routine maintenance items, and minor adjustments.
- E. Any duties, taxes, or environmental/disposal fees.

### Remedies and Limitations

- A. You must first make all reasonable efforts to have Dealer honor its warranty before contacting Clopay. The preferred remedy is always for the repair or re-installation to be completed by Dealer whenever possible.

- B. You understand that this Installation Warranty is provided solely by Dealer, and that you have no right to recover or request compensation from Clopay.
- C. With respect to any warranty claim asserted by you against Dealer, you understand that you will have no right to recover or request compensation for, and neither Dealer nor Clopay shall be liable for, any of the following items:
  - 1. Incidental, consequential, secondary, or punitive damages;
  - 2. Damages for aggravation, mental anguish, emotional distress, or pain and suffering;
  - 3. Costs in excess of the total contract amount for the Covered Installation; or
  - 4. Attorney's fees or costs.
- D. DEALER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH HEREIN. CLOPAY ASSUMES NO OTHER OBLIGATIONS, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH HEREIN.
- E. These limitations shall be enforceable to the extent permitted by law.

**How To Obtain Service**

If a problem with the Covered Installation develops during the Warranty Period, please contact Dealer directly to determine next steps. Any warranty work will be done during normal working hours except where a delay will cause additional damage. You agree to provide access to the house and to make available during the work a responsible adult with the authority to approve the warranty work and confirm satisfactory completion of the warranty work.

If you are not successful in having Dealer remedy the problem, you should contact Clopay at 1-800-225-6729 or provide written notice to Clopay at the following address: Attn: Consumer Services Dept., 1400 West Market St., Troy, OH 45373.

The written notice should include the following information: your name, address and telephone numbers, invoice for the Installation with name of Dealer, and a description of the nature of the problem. Clopay will investigate the claim promptly.

**Clopay Is Not A General Contractor Nor Does It Provide Contracting Services.**

Dealer is responsible for the performance of any work pursuant to a contract between Dealer and you and the fulfillment of any and all warranties provided to you by Dealer. This Installation Warranty is provided and administered solely by Dealer.

**Complete Agreement:**

Customer acknowledges that this Installation Warranty constitutes the entire agreement between the parties and that NO representation, whether oral or in writing, shall in any way alter the terms of this Installation Warranty. Furthermore, nothing in this Installation Warranty shall in any way restrict the right of the independent contractor to bring action against the customer for non-payment.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**Dealer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Date of Completed Installation:** \_\_\_\_\_