



upwardor

Garage Doors Designed for Life

SOLALITE SERIES DOORS WARRANTY

Upwardor® Inc. ("the Seller") warrants that doors and any electric door operators and auxiliary equipment sold by the Seller are free from defects in materials and workmanship for a period of one (1) year from the date of delivery. The Seller shall, in no event, be responsible for damage caused by other than normal and proper usage or contributed by improper maintenance, misuse or abuse.

IN CASE OF DEFECTS, UPWARDOR'S LIABILITY IS STRICTLY LIMITED TO REPAYMENT OF ANY MONIES PAID TO THE SELLER UPON THE RETURN OF THE GOODS OR TO REPAIR OR TO REPLACE, F.O.B., THE SELLER'S PREMISES, OF ANY MATERIALS, PARTS OR GOODS WHICH MAY BE DEFECTIVE, AT THE SELLER'S OPTION.

The foregoing is subject to written notice of any such defect given to the Seller within the one (1) year period. The Seller shall make no allowances for repairs or alterations made by the Buyer and assumes no liability for costs of disassembly and reassembly of defective materials, parts or goods.

The Seller shall not be liable for defects with respect to goods which are manufactured and conform to specifications, designs and prints supplied by the Buyer.

THE WARRANTY IS MADE IN LIEU OF ALL OTHER CONSIDERATIONS, WARRANTIES AND REPRESENTATIONS OR GUARANTEES. THERE ARE NO OTHER CONDITIONS, WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR NON-STATUTORY, INCLUDING ANY CONDITION, WARRANTY, REPRESENTATION OR GUARANTEE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS STATES THE ENTIRE LIABILITY OF UPWARDOR INC FOR DEFECTS IN THE GOODS, INCLUDING DEFECTS IN DESIGN, MATERIALS, WORKMANSHIP OR OTHERWISE, UPWARDOR INC SHALL NOT IN ANY EVENT BE LIABLE FOR PENALTIES OR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES OF ANY KIND.