



upwardor

Garage Doors Designed for Life

THERMALEX PANELS AND DOORS WARRANTY

Upwardor® Inc. (“UDI”) warrants from the original date of purchase of models of Thermalex® Panel models (“Thermalex”) and any auxiliary equipment manufactured by UDI (collectively “Thermalex”) as follows:

TX380 model for five (5) years against paint splitting, cracking or rust-through and steel skin delamination from urethane foam (complete separation); and the TX450, TX450-20, and TX500 models for ten (10) years against paint splitting, cracking or rust-through and steel skin delamination from urethane foam (complete separation); and a one (1) year warranty on materials and workmanship. This warranty applies to the original purchaser of Thermalex doors, sections and hardware in North America. This warranty does not apply to any components of a complete door not manufactured or supplied by UDI.

In case of defect in material manufactured by UDI or workmanship, UDI shall replace goods or repay any monies received, at its options. Purchaser may be requested to provide defective sections/parts to UDI on a prepaid basis.

To submit a claim under this warranty, please provide written notice within the warranty period to UDI describing the product and defect at the address below (include photographs), together with original proof of purchase. UDI shall not be responsible for any shipping/freight charges, costs of removal, installation or painting of defective materials, nor for any components of a complete door not manufactured or supplied by UDI, all of which shall be the responsibility of the original purchaser.

The warranties herein extend to Thermalex Panel products under normal usage, when the sections (or door) has been installed and maintained in accordance with the manufacturer’s instructions. The above warranties do not apply to any damage or deterioration caused by normal wear and tear (including without limitation damage, chips or scratches in the paint, which results in cosmetic or surface corrosion), abuse or misuse, repairs or alterations, failure to provide reasonable and necessary maintenance, improper installation or handling (including without limitation to low headroom, commercial applications or special installation applications), acts of God, accident, fire, alterations and/or additions to door or atmospheric conditions, including but not limited to areas subject to excessive salt atmospheres, areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement, dust, animal waste, or foreign substances and areas subject to water runoff or runoff from lead, copper, or galvanic metal flashing. UDI is not liable for defects with respect to goods which are manufactured and conform to specifications, designs, and prints supplied by the purchaser. Please check the Upwardor website at www.upwardor.com for any updates to the terms of this warranty.

This 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 UDI for defects in the goods, including defects in design, materials, workmanship or otherwise, UDI shall not in any event be liable for penalties or direct, indirect, special, consequential, incidental or liquidated damages of any kind.

Name of Installation Company: _____

Address: _____

Date of Purchase: _____