



Building Ideas

A.J. Manufacturing, Inc. • 1217 Oak Street • Bloomer, WI 54724
1-800-328-9448 • www.ajdoor.com



COMMERCIAL/HVAC - ACCESS DOORS & WALL PANELS

- 1. What Is Covered By This Warranty.** A.J. Manufacturing, Inc. (“A.J. Manufacturing”) warrants to the original purchase of the HVAC Access Door or wall panel (“Door/Panel”) that it is free from defects in material or workmanship for a period of five years from the date of purchase. A.J. Manufacturing, at its sole option, will repair or replace a Door/Panel with defects in material or workmanship. In the event A.J. Manufacturing elects to replace rather than repair the Door/Panel, the purchaser agrees to pay the following portion of the replacement cost:

<u>Number of Months after Purchase</u>	<u>Purchaser’s Portion of Replacement Cost</u>
0-24	0
25-36	25%
37-48	50%
49-60	75%
61 and over	100%

These remedies are the purchaser’s exclusive remedies for breach of warranty.

- 2. How To Obtain Warranty Service.** To obtain service contact A.J. Manufacturing at the address appearing above.
- 3. What Is Not Covered By This Warranty.** **There is no warranty on hardware supplied with the Door/Panel.** In addition, A.J. Manufacturing does not warrant (a) damage or injuries caused by failure to properly install the Door/Panel; (b) damage caused by failure to provide a suitable installation environment for the Door/Panel; (c) damage caused by Acts of God or disasters, such as fire, flood, wind, and lightening; (d) damage caused by unauthorized attachments or modifications; (e) misuse of the Door/Panel; or (f) glass breakage.
- 4. Disclaimer Of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. These doors are designed to operate within a range and an assurance of zero leakage is not made in all situations and installations.
- 5. Limitation of Remedies.** A.J. Manufacturing shall not be responsible for any of the costs associated with transporting the Door/Panel to the OEM for warranty service or returning the Door/Panel to the purchaser from the OEM. A.J. Manufacturing shall not be responsible for any costs associated with the removal or reinstallation of the Door/Panel.

In addition, A.J. Manufacturing shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings, or revenue, loss of use of the Door/Panel or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, down time, the claims of third parties including customers, and injury to person or property. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Paragraph and in Paragraph 3 may not apply.
- 6. Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within 61 months of the purchase date of the Door/Panel.
- 7. No Other Warranties.** Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between A.J. Manufacturing and the purchaser, superseding all prior agreements, oral or written and all other communication between the parties relating to the subject matter of this agreement. No employee of A.J. Manufacturing or its authorized distributors or any other party is authorized to make any warranty in addition to those made in this agreement.
- 8. Allocation Of Risks.** This agreement allocates the risks of Door/Panel failure between A.J. Manufacturing and the purchaser. This allocation is recognized by both parties and is reflected in the price of goods. The purchaser acknowledges that it has read this agreement, understands it and is bound by its terms.

This Limited Warranty is not applicable to the extent it conflicts with Federal, State, or Local law. This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which vary from state to state.