



INDUSTRIAL DOORS

## LIMITED WARRANTY STATEMENT

BATOR North America LLC. (hereby referred to as "BATOR") warrants that all products manufactures by it shall be free from defects in materials and workmanship for a period of two (2) years from thirty (30) days of the date of shipment of product from BATOR. BATOR's obligation under said warranty is to cover the door and mechanical components for five (5) years; powder coat, liquid and / or prime paint five (5) years (excluding fading and normal wear), electrical and safety components for two (2) years, weather seals for five (5) years, and labor two (2) years. Materials will be covered in the repair or replacement of products proven to be defective in material or workmanship.

Under said warranty, BATOR must receive back supposed defective part within thirty (30) days of discovery and allowed to properly investigate part to determine if defective. If said part is proven to not be defective, said warranty will not be applicable and Partner will be responsible for all costs incurred. Said warranty excludes any materials, which require repair or replacement due to normal wear and operation or abuse.

This limited warranty excludes any Product defects or failures caused after shipment by:

- Improper installation (including, without limitation, misalignment);
- Use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper type of oil, lubricants, pastes, solvents or sealants);
- Contact with aggressive chemical agents;
- Structural shifting of building;
- U.V. degradation;

- Failure to adhere to BATOR's instructions concerning the proper handling, installation, and use of the Product;
- Failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards; or
- Any other improper activities not listed above or damage caused by the fault or negligence of anyone other than BATOR.

### LIMITATION OF LIABILITY

THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BATOR SHALL NOT BE LIABLE IN THIS RESPECT NOTWITHSTANDING BATOR'S ACTUAL KNOWLEDGE OF THE PRODUCT'S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY BATOR CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE USE, INSTALLATION OR PROVISION OF THE PRODCUTS. NO STATMEMENT, CONDUCT OR DESCRIPTION BY COMPANY OR ITS REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

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THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF COMPANY IN RESPECT OF ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE, AT COMPANY'S SOLE DISCRETION, (1) THE REPLACEMENT OF THE SAME TYPE, SIZE AND LIKE QUANTITY OF NON-DEFECTIVE PRODUCT, AT THE ORIGINAL POINT OF DELIVERY, OR CREDIT, OR (2) A COMBINATION THEREOF, FOR THE WHOLESALE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. IN NO EVENT SHALL BATOR BE LIABLE FOR PERSONAL INJURY, LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY COSTS INCURRED IN CONNECTION WITH THE REMOVAL OR REINSTALLATION OF ALLEGEDLY DEFECTIVE PRODUCTS.

### CLAIMS

Every claim under this warranty shall be void unless it is made in writing and received by BATOR within thirty (30) days of the date the defect was discovered and, in any event, within one (1) year of the date of invoice. Claims for Product defects that affect the appearance of the Product, such as U.V. degraded Product, however, must be made within thirty (30) days of the date of the receipt of the Product. No claim under this limited warranty will

be valid unless (1) proof of purchase with the date thereof as well as a description of the alleged defect in reasonable detail is presented to the satisfaction of Company, (2) written permission and/or a Return Material Authorization (RMA) is obtained from BATOR, (3) BATOR is given an opportunity to inspect the allegedly defective Product and (4) at Company's request, representative samples of the allegedly defective Product are returned to BATOR in accordance with BATOR's instructions.

### GENERAL

In the event that any provision of this limited warranty is held to be illegal or unenforceable by and court of competent jurisdiction, the remaining provisions of this limited warranty shall remain in full force and effect. This limited warranty shall be governed by the law of North Carolina, without regard to such states conflicts of law principles that would require the application of the law of any other jurisdiction. Any and all disputes arising out of or relating to this limited warranty shall be subject to the exclusive jurisdiction of the state or federal courts located in the State of North Carolina or, at BATOR's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in the state of North Carolina. Company reserves the right to revise this Limited Warranty and Limitation of Liability without notice at any time.

This limited warranty may only be modified or altered in writing signed by the President of BATOR.

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