



## FireStar® Fire-Rated Counter Shutter Limited Warranty

Wayne Dalton, a division of Overhead Door Corporation ("Seller") warrants to the original purchaser of the FireStar® Fire-Rate Counter Shutter ("Product"), subject to all of the terms and conditions hereof, that the Product and all components thereof will be free from defects in materials and workmanship for the following period(s) of time, measured from the date of installation:

- **24 MONTHS** against defects in materials and workmanship

Seller's obligation under this warranty is specifically limited to repairing or replacing, at its option, any part which is determined by Seller to be defective during the applicable warranty period. Any labor charges are excluded and will be the responsibility of the purchaser.

This warranty is made to the original purchaser of the Product only, and is not transferable or assignable. This warranty does not apply to any unauthorized alteration or repair of the Product, or to any Product or component which has been damaged or deteriorated due to misuse, neglect, accident, failure to provide necessary maintenance, normal wear and tear, acts of God, or any other cause beyond the reasonable control of Seller or as a result of having been exposed to toxic or abrasive environments, including blowing sand, salt water, salt spray and toxic chemicals and fumes.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR, OR LIABLE TO ANYONE FOR, SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, even if Seller has been advised of the possibility of such damages. Such excluded damages include, but are not limited to, loss of use, cost of any substitute product, or other similar indirect financial loss.

Claims under this warranty must be made promptly after discovery, within the applicable warranty period, and in writing to the authorized dealer or installer whose name and address appear below. The purchaser must allow Seller a reasonable opportunity to inspect any Product claimed to be defective prior to removal or any alteration of its condition. Proof of the purchase and/or installation date, and identification as the original purchaser, may be required.

SELLER:

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SELLER'S ADDRESS:

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