



## Models 42, 44, and 45

### Limited Warranty

Wayne Dalton, a division of Overhead Door Corporation ("Seller") warrants to the original purchaser of the **Models 42, 44, and 45** ("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 a period of **One (1) year**, measured from the date of installation:

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 gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty is made to the original purchaser of the Product only, and is not transferable or assignable. This warranty applies only to Product installed in a residential or other non-commercial application. It does not cover any Product installed in commercial or industrial building applications. 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, puncture, drilling of holes (other than as directed by Seller), incorrect installation of hardware, fire, failure to provide necessary maintenance, normal wear and tear, exposure to salt or other corrosive environments, or acts of God or any other cause beyond the reasonable control of Seller. This warranty also specifically excludes all refinishing costs and any inconsistencies or occurrences related to the characteristics or attributes of natural wood, including but not limited to: (i) variations in the color or grain of Product sections, (ii) the emission or secretion of tannins from the Product sections which may stain or alter the color of a painted Product, and (iii) cracking, checking, lifting wood grain or cracking due to natural expansion and contraction of the Product sections.

**SPECIAL PAINTING REQUIREMENTS:** This warranty shall be void if the Product sections are not painted or sealed in accordance with DASMA TDS 162 (available at [www.dasma.com](http://www.dasma.com)) on all sides, including all edges with one (1) coat of exterior grade primer (or stain) and two (2) coats of high quality acrylic latex exterior grade finish paint (or sealer), applied in accordance with the paint or Sealer manufacturer's instructions and Seller's painting and maintenance instructions. Sections must be finished within five (5) days of receipt and prior to installation. Damage caused by exposure of the product to water, moisture, sun or other conditions prior to completion of painting (or Sealing) is excluded. This warranty shall also be void if the Product is painted a dark color, including but not limited to black, dark grey, dark green and dark brown\*. **IMPROPER TRANSPORTATION, STORAGE OR DELAYS IN FINISHING, THAT ALLOWS EXPOSURE OF THE WOOD DOOR SURFACES TO MOISTURE OR OTHER CONTAMINANTS WILL RESULT IN THE WARRANTY BEING VOIDED.**

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE APPLICABLE WARRANTY PERIOD REFLECTED ABOVE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Claims under this warranty must be made promptly after discovery, within the applicable warranty period, and in writing to the Seller 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. There are no established informal dispute resolution procedures of the type described in the Magnuson-Moss Warranty Act.

\* Dark colors shall mean colors as dark as or darker than any of the following Sherwin-Williams Exterior Colors: 7069 Iron Ore (dark grey), 6447 Evergreens (dark green) or 7510 Chateau Brown (dark brown).

SELLER: \_\_\_\_\_

SELLER'S ADDRESS: \_\_\_\_\_  
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