

# Wayne Dalton™

## Dock Mechanical Pit Leveler Limited Warranty

Wayne Dalton®, a division of Overhead Door Corporation ("Seller") warrants to the original purchaser of Mechanical Pit Leveler ("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 under normal use for the following period, measured from the earlier of the date of installation by original purchaser or 60 days after shipping by Seller, provided that the owner maintains and operates the Product in accordance with the Owner's Manual.

- For the Product, Seller's warranty covers the repair or replacement of the Product or its components for a period of 12 months.
- The main spring has a limited prorated warranty for an additional 4 years following the 12-month warranty, for a total of 60 months.

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. Repair or replacement labor for any defective Product part or component is included for a period of one (1) year from the date of installation. After that, 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 it 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 improper installation, improper operation, operation beyond capacity, misuse, neglect, accident, failure to provide necessary maintenance, normal wear and tear, or acts of God or any other cause beyond the reasonable control of Seller.

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 goodwill, loss of profits, loss of use, cost of any substitute product, interruption of business, other similar indirect financial loss or arising out of or related to the use, installation or maintenance of the Product (including premature product wear, product failure, property damage or bodily injury resulting from use of unauthorized replacement parts or modification of the Product). Seller's sole obligation with regard to a Product that is claimed to be deficient in material or workmanship shall be as set forth in this Limited Warranty.

Claims under this warranty must be made promptly after discovery, within the applicable warranty period, and in writing to the Seller or to the authorized distributor 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.

MODEL: \_\_\_\_\_

ORIGINAL PURCHASER: \_\_\_\_\_

INSTALLATION ADDRESS: \_\_\_\_\_

DEALER: \_\_\_\_\_

DEALER'S ADDRESS: \_\_\_\_\_

FACTORY ORDER #: \_\_\_\_\_

DATE OF INSTALLATION: \_\_\_\_\_

SIGNATURE OF DEALER: \_\_\_\_\_