

# LIMITED PRODUCT WARRANTY FOR OEM BLINDS IN INSULATED GLASS

## Warranty Coverage

Subject to the conditions, exclusions and limitations stated herein, ODL Inc., warrants that its insulated glass blinds product (Product) is free from defects in material and workmanship that would render the Product unfit for its normal and recommended use.

This warranty applies only to the first purchaser (Customer) of the Product from ODL. This warranty does not extend to the ultimate consumer and this warranty is not intended to be conveyed to the ultimate consumer or to be brought to the ultimate consumer's attention in connection with the sale of any goods of which the product becomes component.

THE DURATION OF THIS WARRANTY BEGINS ON THE DATE OF PURCHASE BY THE CUSTOMER.

1. Ten years for the insulated glass component of the Product
2. Ten years on operation of the Blind, insulated glass seal and the external control mechanism attached to the glass.

## Exclusions from Coverage

This warranty does not cover:

1. Defects or damages arising out of shipment by common carriers, private transportation or other means of transportation.
2. Defects or damages to the products arising out of improper handling, cleaning or maintenance, defective or improper glazing installation or finishing, (including glazing installation or finishing not in accordance with ODL instructions), accident, act of God, intentional human acts, misuse, abuse, or any circumstances beyond the control of ODL.
3. Product installed in or submitted to high heat conditions, high moisture conditions, high vibration, or extreme temperature changes.
4. Product installed in sloped glaze.
5. Products subjected to stress resulting from localized application of heat, movement of building and/or building components, or expansion or contraction of framing members.

6. Lint and threads in the IG.
7. Accessories manufactured by persons other than ODL.
8. Product manufactured prior to January 2006.
9. Normal wear and tear.
10. Labor, shipping or other charges incurred or claimed by the Customer.
11. Product delivered without the operator stop intact.

## Inspection and Discover of Defect

It is the Customer's responsibility to inspect the Product immediately upon receipt of shipment. If a defect covered under this warranty is discovered upon such inspection, then the Customer must follow the Warranty Claim Procedures set forth below.

ODL shall have no obligation under this warranty with respect to any defect reasonably discoverable upon immediate inspection after the Product has been installed (or otherwise used). If a defect occurs after receipt of shipment within the warranty period, then the Customer must also follow the Warranty Claim Procedures set forth below.

## Warranty Claim Procedures

The customer must adhere to the following procedure in order to make a claim under this warranty:

1. The customer must present a written claim to ODL, 261 Commerce Way, Gallatin, TN 37066, within 30 days after discovering a defect. For the insulated glass unit of the Product or its Mechanism, ODL must receive this written claim within the warranty period.
2. The Customer must use reasonable diligence to include in the written claim all of the following:
  - a. Adequate description of the claim defect(s).
  - b. Identification of Product design or pattern.
  - c. Exact Product size.
  - d. Date Product was manufactured (this date is permanently stamped on the glass.)

- e. Date of the Customer purchase, the place of purchase, the purchase price and the date of delivery to the Customer.
3. The Customer must, if requested by ODL, permit ODL or its representative to inspect the Product.

## Remedies

After receiving a valid claim, ODL will, at its option, either (A) repair the Product, or (B) provide a replacement Product (or part, as appropriate) of like kind and design.

If ODL elects to provide a replacement Product, the limited warranty on the replacement Product will last for the balance of the warranty on the original Product. If the customer fails to provide satisfactory proof of the date of purchase, the date of manufacture shall be used instead.

## Disclaimer of Warranty

ODL MAKES NO IMPLIED WARRANTY INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT) AND ODL MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT), EXCEPT TO THE EXTENT PROVIDED HEREIN.

## Limitation of Remedies

THE REMEDIES SET FORTH ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR NEGLIGENCE. IN NO CASE SHALL ODL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Unless modified in a later writing signed by both ODL and the customer, this warranty is the complete and exclusive warranty related to the product and it supersedes all earlier agreements and other communications relating to the Product. No employee of ODL or other party is authorized to make any warranty in addition to this warranty. Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect one of the other provisions.

Effective October 6, 2016

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