

SCHOTT Gemtron Limited Warranty

SCHOTT GEMTRON CORPORATION LIMITED PRODUCT(S) WARRANTY

- 1. Product Warranty.** This Warranty is exclusive and in lieu of any terms and conditions appearing on Customer's purchase order or other Customer communications. SCHOTT Gemtron warrants that at the time of delivery: (a) the door and frame portion of the Products shall be free from material defects in workmanship and materials for a period of (15) fifteen months from the date of shipment; (b) the insulating glass portion of the Product shall be materially free from condensation between the glass panes for a period of ten (10) years from the date of shipment; and (c) the Polaris® LED light output for a period of sixty (60) months (collectively the "Warranty"). Customer will be deemed to have waived any warranty claim unless written notice of such claim is given to SCHOTT Gemtron promptly but in no event later than thirty (30) days from date of discovery of such warranty claim and during the applicable warranty period specified above. SCHOTT Gemtron shall have the right and be given a reasonable opportunity to inspect all Products to confirm any warranty claim. SCHOTT Gemtron may require Customer to return any Products that are the subject of the warranty claim. Products repaired or replaced may contain new or refurbished parts at SCHOTT Gemtron's election. SCHOTT Gemtron will cover the cost of labor charges required to repair any authorized replacement Product under Warranty FOB Madisonville Kentucky only for fifteen (15) months from the date of original shipment. Labor charges incurred by SCHOTT Gemtron for warranty repairs after the first (15) fifteen months, and/or any repair or replacement costs or expenses related to the Product after expiration of the Warranty, will be charged to Customer's account if it is done by SCHOTT Gemtron. Notwithstanding the foregoing, Schott Gemtron is not responsible for any related costs or expenses, including but not limited to costs of transportation, installation, uninstalling or disassembling Products, or any other incidental or consequential or associated costs, expenses or damages associated with any warranty claim.
- 2. No Extension of Original Warranty Period.** In no event shall Product repair or replacement under this Warranty extend the original Warranty period specified above.
- 3. Exclusions from Warranty.** Notwithstanding the foregoing, no warranty shall apply to any Product that: (i) is subject to misuse, abuse, negligence, accident, disaster, alteration, improper storage, installation, operation, maintenance, repair by anyone other than SCHOTT Gemtron, or use contrary to applicable industry standards (e.g., UL, NEC, ANSI, or CSA); (ii) has failed as a result of ordinary wear and tear; (iii) that has been used contrary to SCHOTT Gemtron's instructions; or (iv) suffers a defect, malfunction or damage that is attributable to or caused by surrounding equipment installed in conjunction with the Product. SCHOTT GEMTRON ASSUMES NO RESPONSIBILITY FOR GLASS BREAKAGE EXCEPT AS OTHERWISE SPECIFIED HEREIN.
- 4. Special Instructions.** If this Product contains "Polaris® LED Lighting", it must be operated within the electrical values specified on the Product label and must be used in illuminated devices specifically designed and approved for the particular application and in within the normal environmental conditions (e.g. temperature, humidity) specified operating range of the system. Product use contrary to these instructions VOIDS this Limited Warranty.
- 5. Disclaimer; Minor Defects.** SCHOTT Gemtron does not warrant against any defects that do not affect the basic performance and operation or the structure and mechanical strength of the Product, including, but not limited to, any external scratch, stain, natural mechanical wearing, corrosion, mold, deterioration or discoloration.
- 6. Scope of Warranty.** This warranty shall extend only to the first retail purchaser of Products.
- 7. Exclusive Remedy.** SCHOTT GEMTRON'S ENTIRE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY WARRANTY CLAIM IS LIMITED, AT SCHOTT GEMTRON'S OPTION, FOR SCHOTT GEMTRON TO REPAIR OR REPLACE THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE WARRANTY CLAIM, EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
- 8. Exclusive Warranty.** THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED, GIVEN BY SCHOTT GEMTRON IN CONNECTION WITH THE PRODUCTS. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND CUSTOMER WAIVES ANY CLAIMS THEREFORE.

For more information please contact

SCHOTT SCHOTT Gemtron

Food Display Division
2840 Nebo Road.
Madisonville, KY 42431

Toll Free 800.326.2717

Phone 270.821.2864

Fax 270.326.3624

www.SCHOTT Gemtrondoors.com

SCHOTT
Gemtron