

LIMITED PRODUCT WARRANTY FOR OEM SHADES/BLINDS IN INSULATED GLASS

Warranty Coverage

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

This Lifetime warranty applies only to the first purchaser (Customer) of the Product from ODL Inc.. This warranty reverts to a 10 year warranty from the date of initial purchase.

THE DURATION OF THIS WARRANTY BEGINS ON THE DATE OF PURCHASE BY THE CUSTOMER AND EXTENDS FOR THE FOLLOWING PERIODS:

1. Lifetime to the original owner occupied single family residence for as long as the consumer owns and occupies the residence.
2. Transferability: The owner occupied residence warranty is transferable as follows. In the event you sell your residence or it becomes occupied by other than the original owner, the warranty is ten years from the initial installation date.
3. Commercial ten year warranty: Each product will be free from defects in material and workmanship for the date of initial installation.

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 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 Inc. instruction), accident, act of God, intentional human acts, misuse, abuse, or any circumstances beyond the control of ODL Inc.
3. Product installed in or submitted to high heat conditions, high moisture conditions, high vibration, or extreme temperature changes.
4. Product installed in sloped glazing.
5. Product containing plastic components installed in high heat conditions, such as behind a storm door, or painted a dark color.
6. Products subjected to stress resulting from localized application of heat, movement of building and/or building components, or expansion or contraction of framing members.
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8. Accessories manufactured by persons other than ODL Inc..
9. Product manufactured prior to January 2000.
10. Normal wear and tear
11. Labor, shipping or other charges incurred or claimed by the Customer.

Inspection and Discovery 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 Inc. 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 Inc., 215 E. Roosevelt Ave, Zeeland, MI 49464, within 30 days after discovering a defect. For the insulated glass component of the Product or an Internal Shade Insulated Unit or Mechanism, ODL Inc. 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 inside the sealed glass on the aluminum tubular spacer).
 - 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 Inc. permit ODL Inc. or it's representative to inspect the Product.

Remedies

After receiving a valid claim, ODL Inc. 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 Inc. elects to provide a replacement Product, the limited warranty on the replacement Products 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 INC. 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 INC. 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 INC. 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 Inc. 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 Inc. 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.