

WARRANTIES – ARTEFERRO® GLASS



ARTEFERRO® WROUGHT IRON GLASS WARRANTY

WARRANTY COVERAGE

Subject to the limitation, conditions and exclusions established below, Tru Tech® Doors warrants that its product is free from defects in material and workmanship that would render the product unfit for its normal and recommended use.

Tru Tech Doors grants these warranties only to the original purchaser of the Product from Tru Tech Doors.

THIS WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE.

The duration of this warranty begins on the date of purchase by the Customer and extends for the following periods:

1. Twenty year warranty for the sealed glass unit.
2. One year warranty for all other components of the product.

EXCLUSIONS

This warranty excludes any of the following: (a) defects or damages arising out of shipment by common carriers, private transportation or other means of transportation; (b) defects or damages arising out of improper handling, cleaning, installation, maintenance, finishing, defective or improper glazing, (including glazing, installation or finishing not in accordance with Tru Tech Doors instructions) storage, abuse, vandalism, misuse, impact by a foreign object, natural disasters, fire, explosions and/or any other circumstances beyond the control of Tru Tech Doors; (c) product that has been installed in or submitted to high heat conditions, high moisture conditions, high vibration, and/or extreme temperature changes or frames not painted in accordance with Tru Tech Doors instructions or installed behind a non-ventilated screen door; (d) product installed in sloped glazing; (e) product subjected to stress resulting from localized application of heat, movement of building and/or building components, or expansion or contraction of framing members; (g) labour, shipping or other charges incurred or claimed by the Customer.

Note: The Arteferro® Wrought Iron Glass collection is a handcrafted formed product and no two units are alike. Tru Tech Doors will endeavour to manufacture the product where two units are as similar as possible.

INSPECTION AND DISCOVERY OF DEFECT

It is the Customer's responsibility to inspect the product immediately upon receipt of shipment. If a defect is identified upon inspection and covered under this warranty, the Customer is to file a claim in accordance with the procedures established herein.

Tru Tech Doors shall have no obligation under this warranty with respect to any defect reasonably discoverable upon immediate inspection, when the defective product has been installed (or otherwise used). Should a defect occur after receipt of shipment and within the warranty period, then the Customer shall file a claim according to the procedure described below.

WARRANTY CLAIM PROCEDURES

The Customer must adhere to the procedure to file a proper claim under this warranty:

1. The Customer must present a written claim to Tru Tech Doors within 30 days upon discovering the defect.
2. The Customer shall provide the following in the written claim:
 - a. Adequate description of the defect(s);
 - b. Identification of product design or pattern;
 - c. Date of purchase, place of purchase, the purchase price and the date of delivery to the Customer.

3. The Customer must, if requested by Tru Tech Doors, permit Tru Tech Doors or its representatives to inspect the product, or if requested, return product freight prepaid for inspection.

REMEDIES

After receiving a valid claim, Tru Tech Doors will, at its option, either:

- a. Repair the product, or
- b. Provide a replacement product (or part, as appropriate) of like kind and design.

Replacement of the insulated glass component of the product will result in the following charge to the Customer based on a percentage of Tru Tech Doors then current wholesale price for a comparable product:

P Erio D aFt Er Pur	CHas E (YEars)	aMount o F CHar GE to Custo	M ER
0 – 5		0%	
6 – 8		25%	
9-10		50%	
10+		70%	

Should Tru Tech Doors elect 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 the product was manufactured shall be used instead.

DISCLAIMER OF WARRANTY

Tru Tech Doors makes no other expressed or implied warranties, statutory or otherwise with respect to its product (or any replacement product), including any warranties for merchantability or fitness for a particular purpose, 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 Tru Tech Doors be liable to the Customer or any other person for any general, incidental or consequential damages.

Tru Tech Doors will not pay for the costs of labor, installation or finishing for any replacement unit. No representative of Tru Tech Doors or any other person has any authority whatsoever to assume for Tru Tech Doors any other liability or responsibility in connection with the Arteferro Wrought Iron Glass warranted herein.

Unless modified in writing and signed by both Tru Tech Doors and the Customer, this warranty is the complete and exclusive warranty related to the product and it supersedes all earlier agreements. No employee of Tru Tech Doors and/or any other party is authorized to make any additional warranty.

Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect any of the other provisions.