



ActivWall Systems, LLC- 302 Franklin St.
Martinsville, VA 24112 (276) 634-0085
www.activwall.com

10 Year Limited Warranty

for ORDER AGREEMENT number _____

Or

for PURCHASE ORDER number _____ from Dealer _____

This Limited Warranty (the "Warranty") is made and effective _____ (Date),

BETWEEN: _____ (the "Owner"),

AND: ActivWall Systems, LLC, (the "Company"),

1. LIMITED MATERIAL WARRANTY

A. – Ten Years – The Company warrants that all component parts of the ActivWall units are free of defects in material or workmanship and will operate properly under normal use for ten (10) years from the date of substantial completion. Specifically, this warranty covers all motion and locking hardware and glass.

B. – Two Years – All other components of ActivWall products not specifically covered by the above warranty are warranted against defects in materials and workmanship for a period of two (2) years.

C. - Labor - The Company will pay for labor costs associated with remedy of defects in material or workmanship for a period of two (2) years from the date of substantial completion. After two (2) years from the date of substantial completion, the Owner is responsible for the associated labor costs.

D. - Other – This Limited Warranty does not cover damages from improper storage, installation, operation, poor maintenance or abuse. Installations will be validated for warranty purposes by an ActivWall Certified Installer **ONLY**, and be done according to the documentation provided by Activwall.

2. OWNER REMEDIES

The Company's entire liability and Owner's exclusive remedy shall be repair or replacement of the materials that do not meet the Limited Warranty.

3. OWNER EXPECTATIONS OF PERFORMANCE

- The Company, or an agent of the Company (ie a dealer or rep), will advise on the appropriate preparations and timing for installation. Any failure to follow these instructions can void this warranty completely as these factors can drastically interfere with the function and quality of the unit(s)
- The Company does not warrant a specific level of weather performance as many factors outside the control of The Company including site conditions determine the actual weather performance of the doors. We will present testing data to indicate the performance of similar system configurations, but “we do not build submarine doors”.
- The Company provides finishes on our systems that meet certain specifications. Those determine the exact expectations that are appropriate for the Owner to have for those finishes.
- Regular Maintenance is required to maintain the validity of this warranty. Instructions will be provided to the Owner at the time of installation.

4. NO OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MATERIALS SUPPLIED. THIS LIMITED WARRANTY GIVES OWNER SPECIFIC LEGAL RIGHTS, OWNER MAY HAVE OTHER RIGHTS DEPENDING UPON THE JURISDICTION.

5. NO LIABILITY FOR DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY PECUNIARY LOSS) ARISING OUT OF THE USE OF THIS PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. NOTIFICATION

Written notice of any claim covered under this warranty must be given to ActivWall Systems, Inc., 302 Franklin St, Martinsville, VA 24112, within 30 days of discovery of covered defects.

7. OTHER WARRANTY LIMITATIONS

This warranty does not cover: non-ActivWall products, products that have not been paid for in full, products damaged by improper operation, poor maintenance, abuse; Acts of God; accidents, including accidental glass breakage. Components made of wood that are not covered for normal wear or discoloration of finishes; problems caused by high humidity; variations in wood grain or color; allowable warp tolerance for wood panels as defined by ANSI/WDMA I.S. 6-A-01 industry standard: minor resin bleeding from wood panels: wood rot due to improper maintenance.