

# **HMF EXPRESS** Limited Warranty

## **What This Warranty Covers**

1. HMF Express, LLC warrants its HMF Express product to be free from:
  - A. Defects in material and workmanship for 12 months from the date of (a) its purchase by the product's initial buyer, or (b) its installation in a substantially completed structure; whichever is earlier;
  - B. Rust (doors only) for 1 year from date of (a) its purchase by the product's initial buyer, or (b) its installation in a substantially completed structure; whichever is earlier.
- 1.1 This rust warranty does not apply to rust caused by conditions beyond HMF Express, LLC's control, such as abrasions to doors, exposure of doors to solvents, corrosives, salts, or other chemicals, excessive moisture or damage caused by painting over the base coat
- 1.2 This Limited Warranty does not cover any wood components.

## **Warranty Exclusions**

2. This Limited Warranty shall not apply to any product, or part thereof, which:
  - A. Has not been installed and operated in accordance with HMF Express' printed instructions;
  - B. Has been operated beyond the product's rated capacity;
  - C. Has been repaired or altered outside HMF Express, LLC or HMF Express, LLC-authorized facilities, or repaired using parts not manufactured or approved by HMF Express, LLC;
  - D. Has been damaged in transit. It is the product purchaser's responsibility to inspect products upon arrival and make a claim against the carrier for any such damage;
  - E. Has been subjected to accident, abuse, misuse, negligence, or alteration which affects the product's integrity or reliability;
  - F. Is missing its product identification label; or
  - G. Has been installed with components not manufactured by HMF Express, LLC.

This Limited Warranty covers only products manufactured by HMF Express, LLC. Any components manufactured by others and included or integrated into a HMF Express product during assembly, installation or repair, are not covered by this Limited Warranty. Any use of non-HMF Express parts which effects the operation, integrity or performance of HMF Express products, or a part thereof, will void this Limited Warranty for the function of those products, or a part thereof.

(continued on reverse)

### **Warranty Claims and Remedy Under This Limited Warranty**

3. At its sole option, HMF Express, LLC will repair, replace or refund the purchase price of any defective product, or part thereof;
- 3.1 In order to make a claim under this Limited Warranty, claimant must give HMF Express, LLC written notice specifying the particular defect within 30 days after the date that such defects were discovered or should have been discovered (and in any event not more than 30 days after the last day of the applicable warranty period stated above). FAILURE TO GIVE SUCH WRITTEN NOTICE TO HMF EXPRESS, LLC OF DEFECTS WILL CONSTITUTE A WAIVER OF ALL CLAIMS OR WARRANTY REMEDIES FOR SAID DEFECTS. THIS IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.
- 3.2 All claims under this Limited Warranty are subject to HMF Express, LLC's examination to confirm the claim to its satisfaction. In order to process and evaluate some claims, HMF Express, LLC, at its sole discretion, may require defective products to be returned -- freight prepaid, to HMF Express, LLC.
- 3.3 All cost of removal and installation or reinstallation (including but not limited to all costs of refinishing) of products or parts thereof under this Limited Warranty, whether or not defective, including products and parts repaired, replaced or refunded by HMF Express, LLC, will be borne by the claimant, and not by HMF Express, LLC. Repaired or replaced parts are individually warranted only for the balance of this Limited Warranty.

### **DISCLAIMER OF WARRANTY**

4. EXCEPT FOR THE WARRANTY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, HMF EXPRESS, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO 18 MONTHS FROM DATE OF PURCHASE BY THE DOOR'S INITIAL USER. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

5. REPAIR, REPLACEMENT OR REFUND, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY. HMF EXPRESS, LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES, LOST PROFITS, DOWNTIME, DAMAGE TO PROPERTY, AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY LIMITED WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL HMF EXPRESS LLC'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT, OR THE PART THEREOF WHICH IS DEFECTIVE, WHICHEVER IS LESSER. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.

### **Miscellaneous Provisions**

6. No employee, agent or representative of HMF Express, LLC is authorized to change this warranty or grant any other warranty.
7. Claimant must commence any action for breach of warranty within 15 months of the alleged breach. Any such action not filed within 15 months of the alleged breach shall be deemed time-barred.

**HMF EXPRESS**