

## VERTISTACK™ DOOR SYSTEM LIMITED WARRANTY

Subject to the terms of this Limited Warranty ("Warranty") and any warranty policies and procedures in effect at the time a notice of a claim is received, as administered by Clopay Corporation (collectively, "Clopay", "we", or "our"), we will repair or replace – at our sole discretion – any door components, hardware, springs/spring components, or electrical components (collectively, "Parts") that we confirm through persons authorized by Clopay ("Dealer") to be defective in material or workmanship, so long as timely written notice is provided within the applicable Warranty periods provided below. The VertiStack™ door system (the "Product" or "VertiStack") is designed and sold for commercial applications only, and any non-commercial applications (such as residential applications) shall be considered a misuse of the Product and void this Warranty. This Warranty shall apply to and benefit only the certified VertiStack Installer (as defined below) who is purchasing and installing the product and is nontransferable. For the purposes of clarity, only the certified VertiStack Installer can submit and make warranty claims.

To maintain and not void this Warranty, and to ensure proper operation of the Product, each of the following must be strictly followed:

- the Product must be installed, handled, and maintained/repaired by a Clopay-approved dealer who is certified by completion of all manufacturer-required VertiStack™ Training ("VertiStack Installer") and strictly in accordance with the VertiStack installation manual.
- The Product must be operated at all times using only the motor provided. The included auxiliary hand chain is for emergency use only, with frequent and/or excessive use of the hand chain constituting misuse of the Product.
- Performing unauthorized modifications to the Product or any damage resulting from such modifications, improper wiring, or line voltage fluctuations will void all electrical and possibly the Product Warranty itself.
- The Product must be maintained solely by a VertiStack Installer at maintenance interval(s) required in the Product manual and by use, including – but not limited to – annual testing and maintenance and acceptance testing. All Product repairs must be performed by a certified VertiStack Installer. All replacement Parts used must be supplied directly by Clopay. Proof of purchase and service records reflecting maintenance and/or repairs must be retained and produced upon request.
- All installation and operational guidelines must be strictly followed to help ensure safe door operation and installation. UL or FM-listed and labeled doors that are installed outside of the abstract of the listing and specific dimensions can result in catastrophic failure and void any performance Warranty of the Product.
- The Product shall not be operated when external temperatures are below 32°F/0°C, which may cause damage to the door and void this Warranty.
- Incoming line voltages must fall within ranges established by ANSI C84.1 (ANSI Standard for Electrical Power Systems and Equipment) and wiring must be connected in accordance with applicable standards established by the current edition of NFPA-70 (NEC) for commercial door operators.

All Warranty periods begins from the date of Product shipment. We reserve the right to inspect and/or verify any claimed Product defect or issue, as well as the right to replace Product(s) and/or its components with a similar or like product or component, all within the sole discretion of Clopay. All replacement materials will be shipped via standard ground transportation, and expedited delivery charges are not included under this Warranty. Subject to the terms of this Warranty, the scope and type of labor costs reimbursable for Warranty claims filed within one (1) year of the date of Product shipment shall be within the sole discretion of Clopay, but in no event shall include labor beyond the repair, replacement, reinstallation, and/or installation of replacement Parts. All labor costs associated with Warranty claims submitted after <u>ONE (1)</u> <u>YEAR</u> from the date of shipment shall be your sole responsibility. All electrical components are specifically excluded from any labor cost reimbursement.







The applicable Warranty periods are as follows:

Product or Part	Material & Workmanship	Powder Coat Finish (Components Only)	Electrical Components	Insulated Glass
VertiStack™ Door System	2 YEARS (Prorated for standard wear items)	2 YEARS*	2 YEARS or APPLICABLE MFR'S WARRANTY‡	5 YEARS

\* RAL powder coat finish on brackets, covers, and other steel components are warranted against fading, cracking, blistering, flaking or peeling

‡ At Clopay's election, certain electrical component(s) shall be subject solely and exclusively to the terms, exclusions, and time periods of the manufacturer of such electrical component(s). Such terms, exclusions and time periods may be different than this Warranty. These warranties are available upon request.

# **EXCLUSIONS TO COVERAGE**

This Warranty specifically excludes the situations listed in the below "Exclusions to Coverage" and shall not extend to damages or defects caused by any of the following:

Failure to use a certified VertiStack Installer for Installation, Repairs and/or Maintenance	Failure to Follow All Maintenance Instructions	Failure to Provide Proof of Maintenance Documentation w/Claim	Non-commercial applications of Product
Salt Spray or Exposure to Coastal Weather Conditions	Fire	Radiation (UV or Other)	Foreign Substances
Accident or Casualty	Harmful Fumes	Vandalism	Act(s) of God
Physical Damage	Faulty or Defective Installation(s)	Normal Wear and Tear	Chemical Action
Abrasive Materials	Operation Beyond Rated Capacity	Improper Use, Misuse, or Abuse	Improper Installation or Handling
Line Voltage Fluctuations	Overloads, Transformers, and Logic Boards	Line Voltages Outside Ranges Established by ANSI C84.1	Wiring not Connected in Accordance with Applicable Standards in Current Edition of NFPA-70 (NEC).
Alteration or Modification to the Product or Use of Non- Approved Third-Party Parts or Products	Operating the VertiStack <sup>™</sup> door in temperatures below 32ºF/0ºC	Improper Use or Overuse of the Hand Chain	Overloads, transformers, and logic boards are not subject to this Warranty as these items are subject to improper field wiring and or line voltage fluctuations.

This Warranty specifically excludes any and all additional or consequential costs for materials, labor, or damages that may be required due to project schedule (including – but not limited to – delay damages, etc.), site conditions, adjacent construction or other installation activities, incorrect installation, lack of maintenance, lack of access, equipment or rental costs, damage(s) to adjacent construction, structures or areas, security requirements (e.g., security guards, temporary doors, blockades, and the like), or any other cost outside of those explicitly covered by this Warranty.

## Labor Reimbursement

All labor reimbursement requests for Warranty claims must be submitted by an approved VertiStack Installer who has completed the VertiStack<sup>™</sup> Dealer Training and VertiStack<sup>™</sup> Installation Training prior to installing the door. Written approval from Clopay is required <u>**PRIOR**</u> to performing any Warranty work. Any work performed by an unauthorized party or without prior approval are not eligible for reimbursement and will void all Warranties. The maximum amount of labor reimbursement under this Warranty shall be capped at 50% of the value of the Clopay invoiced amount for the particular Product. Travel cost reimbursement shall be limited to a maximum of one (1) hour.

## **Replacement Material**

Replacement Warranty material will be shipped via standard ground transportation. Expedited delivery charges will not be the responsibility of Clopay.

### **Replacement Parts**

All replacement Parts will be warranted for ninety (90) days from the date of shipment.

### Warranty Support

For assistance with Warranty issues, please contact our Customer Service Department at 800-390-8590 or 800-294-4358.

### **Additional Information**

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHICH ANY PERSON OR ENTITY MAY INCUR OR CLAIM TO INCUR AS A RESULT OF ANY DEFECT IN THE PRODUCT OR IN ANY CORRECTION OR ALTERATION THEREOF MADE OR FURNISHED BY US OR OTHERS. OUR MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE THE PURCHASE PRICE PAID TO US WITH RESPECT TO THE PRODUCT AND/OR PART TO WHICH SUCH WARRANTY IS CLAIMED, WHICHEVER IS LESS. THE LIMITATION OF LIABILITY PROVISIONS HEREIN SHALL APPLY TO ANY AND ALL CLAIMS OR SUITS BROUGHT AGAINST US, INCLUDING ANY CLAIM BASED UPON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORIES UPON WHICH LIABILITY MAY BE ASSERTED AGAINST CLOPAY.

This Warranty constitutes our entire and exclusive warranty as to the Product and is the sole and exclusive remedy for Product and/or Part defects in material and workmanship. We do not assume (and have not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this Warranty. WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT AND/OR PART(S), INCLUDING BUT NOT LIMITED TO WARRANTIES, REPRESENTATIONS OR COVENANTS AS TO WORKMANSHIP, DESIGN, CAPACITY, QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, WITH SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT.

This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

To the extent of any conflict between this Warranty and any other document, this Warranty shall control. If Warranty is provided in multiple languages, the English language version governs.