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CHAMBLEE PUBLIC WORKS

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Destiny Monteleon

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08-3323 Overhead Door Warranty



ROLLING STEEL SLAT DOOR

LIMITED WARRANTY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

ASTA Industries, Inc. d/b/a ASTA America (“ASTA”) warrants rolling steel doors, shutters, and the attached hardware and fittings for TWENTY-FOUR (24) months, from the purchase date (the “Warranty Period”), to be free of defects in materials and workmanship. Should any product be defective due to defect in material or faulty workmanship within the Warranty Period, ASTA, upon notification, shall correct this problem at its option by repairing or replacing such defective product.

This Warranty is applicable to doors installed within the USA, Canada, and Mexico that have been: (i) installed with a fitness for a particular purpose and fit for application we recommend; and (ii) maintained in accordance with our recommendations.

This Warranty is NOT applicable to: (i) any electric operators and/or accessories that work or may have been purchased in conjunction with the ASTA door. *Refer to operator manufacturer for details.*; (ii) the paint film integrity, chalk, or fading, which is covered as a separate warranty by the color coating manufacturer. *See the ASTA color chart for details.*

This Warranty is the only written or expressed warranty given by ASTA. Any other right, which you may have, including any implied warranty or merchantability or fitness for a particular purpose, is limited in duration by the duration of this express limited warranty.

HOW DO YOU OBTAIN WARRANTY SERVICE?

Warranty claims must be made to ASTA within the Warranty Period.

To obtain Warranty service, you must provide written notice of any alleged defect in material or faulty workmanship within the Warranty Period. Such notices shall be delivered via certified or registered mail (return receipt requested), and addressed to ASTA at the following address:

ASTA Industries, Inc.
638 Cassville White Rd NW
Cartersville, GA 30121
Attn: Customer Service

Upon receipt of timely notification, to correct the problem, ASTA shall, in its sole discretion, repair or replace the defective product or part(s) affected by the defect. ASTA shall furnish the necessary product or part at no charge. Any charge, labor or otherwise, for freight, removal and installation shall be your responsibility. Any products replaced under the Warranty shall be

warranted through the end of the Warranty Period for the products being replaced; such replacement does not extend the original Warranty or Warranty Period.

This Warranty is NOT applicable to and no warranty is made with respect to: (i) matters that you fail to report, in writing, to ASTA within the Warranty Period; (ii) failures or damage or deterioration due to misapplication, lack of proper maintenance (contrary to ASTA installation instructions and specifications), abuse, misuse, excessive wear and tear, improper installation or abnormal conditions of temperature, moisture, water, fire, dirt, corrosive matter, rust caused by damages or scratching, etc.; (iii) shipping, installation, prolonged storage prior to installation, or labor charges; (iv) any products which have been altered by anyone other than an authorized representative of ASTA, (v) acts of God and/or extreme weather conditions or atmospheric conditions; or (vi) any products damaged without fault of ASTA or because of any circumstance beyond ASTA's control. **Any unauthorized modifications or alterations to an ASTA Product will void this Warranty.**

LIMITATION OF LIABILITY:

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ASTA'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ASTA'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL ASTA UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHETHER DIRECT OR INDIRECT, OR FOR DAMAGES SUCH AS DEATH, INJURY, DAMAGES TO PROPERTY, OR DAMAGES ARISING FROM LOSS OF ANY PRODUCT OR FACILITY, WHETHER DIRECT OR INDIRECT—INCLUDING, FOR EXAMPLE, COST OF INCONVENIENCE, DAMAGE DUE TO PRODUCT FAILURE, TRANSPORTATION DAMAGES, MISUSE, ABUSE, ACCIDENT OR THE LIKE OR IMPROPER INSTALLATION OR OPERATION.

ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, ARE HEREBY EXPRESSLY EXCLUDED.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ASTA reserves the right to make changes or improvements to the product or accessories without notice and without incurring obligation to make similar changes or improvement to products previously ordered. The foregoing Warranty is exclusive to the steel slat door and in lieu of all other warranties.