

EMTEK WARRANTY

LIFETIME LIMITED WARRANTY

Subject to the terms and conditions of this warranty, Emtex Products, Inc. ("Company") extends a lifetime limited warranty to the original consumer user ("Original User") of our product ("Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Product was originally installed. *Electronic components warranted TWO (2) YEARS

This warranty only applies to the Original User of the Products. This warranty is not transferable. This warranty applies to all products sold on or after April 2, 2012.

Original User: The Original User will return the defective Product to the retailer from whom it was purchased, accompanied by a statement of defects and proof of purchase.

What Emtex will do: Upon return of the defective Product to Emtex for inspection, free and clear of all liens and encumbrances and accompanied by the statement of defects and proof of purchase, Emtex's sole obligation, at its option, is to either repair or replace the Product, or refund the original retailer purchase price in exchange for the Product.

THE COMPANY MAKES NO OTHER WARRANTY OTHER THAN AS EXPRESSLY STATED HEREIN, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

THE COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL AND/OR PUNITIVE DAMAGES OF ANY NATURE ARISING FROM THE SALE OR USE OF THE PRODUCT, WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This warranty gives specific legal rights and a buyer may also have other rights which may vary from state to state.

WHAT IS NOT COVERED: THE FOLLOWING COSTS, EXPENSES AND DAMAGES ARE NOT COVERED BY THE PROVISIONS OF THIS LIMITED WARRANTY: (I) LABOR COSTS INCLUDING, BUT NOT LIMITED TO, SUCH COSTS AS THE REMOVAL AND REINSTALLATION OF PRODUCT; AND (II) SHIPPING AND FREIGHT EXPENSES REQUIRED TO RETURN PRODUCT TO Emtex.

THE PROVISIONS OF THIS WARRANTY DO NOT APPLY TO PRODUCTS: (I) USED IN COMMERCIAL APPLICATIONS; (II) USED IN COMMON AREA APPLICATIONS; (III) USED FOR PURPOSES FOR WHICH THEY ARE NOT DESIGNED OR INTENDED; (IV) WHICH HAVE BEEN SUBJECTED TO ALTERATION, ABUSE, MISUSE, NEGLIGENCE

OR ACCIDENT; (V) WHICH HAVE BEEN IMPROPERLY STORED, INSTALLED, MAINTAINED OR OPERATED; (VI) WHICH HAVE BEEN USED IN VIOLATION OF WRITTEN INSTRUCTIONS PROVIDED BY Emtek; (VII) WHICH HAVE BEEN SUBJECTED TO IMPROPER TEMPERATURE, HUMIDITY OR OTHER ENVIRONMENTAL CONDITIONS; OR (VIII) WHICH, BASED ON Emtek EXAMINATION, DO NOT DISCLOSE TO Emtek SATISFACTION NON-CONFORMANCE TO THE WARRANTY. Additionally, this warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

Finish Warranty: Polished Brass-Lifetime, Polished Nickel-Lifetime and Satin Brass Stainless Steel-Lifetime finishes carry a lifetime limited finish warranty. There is no finish warranty on Deep Burgundy, Flat Black Patina, Medium Bronze Patina, Polished White Bronze, Rust, Silver Patina, Tumbled White Bronze, and Unlacquered Brass finishes. All other finishes carry a five-year finish warranty.