



Residential Garage Door Installation Warranty

The undersigned Clopay Authorized Dealer (“Dealer”) provides this separate limited installation warranty (the “Installation Warranty”) for Dealer’s installation of Clopay garage door product (the “Covered Installation”). This Installation Warranty is provided solely by Dealer, applies solely to the Covered Installation, and does not include or cover the product warranty provided by Clopay for the garage door product itself.

Dealer makes the following express Installation Warranty for your Covered Installation: Dealer will repair and/or correct all “Installation Defects” timely reported within the one (1) year period from the Date of Completed Installation noted below (the “Warranty Period”). An “Installation Defect” is an error by Dealer that significantly impairs the proper operation of your Clopay garage door and/or that does not substantially conform to Clopay’s installation instructions, recommendations, industry standards and/or quality guidelines. Upon timely notice from you provided within the Warranty Period, Dealer shall, at its sole option, either: (1) furnish labor to correct any such Installation Defect (and provide replacement materials if Dealer determines such materials are necessary to make such correction and/or repair any other damage directly resulting from such Installation Defect); or (2) refund the original purchase price of the cost of installation. Dealer will provide parts and labor necessary to correct any Installation Defects of any Clopay garage door, subject and pursuant to the terms of this Installation Warranty. Dealer expressly reserves the right to inspect and/or verify the existence of any Installation Defect(s) and any damage occurring as a direct and sole result of such Installation Defect. Dealer shall have no obligation under this Installation Warranty for claims received after the Warranty Period has expired.

Should Dealer fail to properly honor this Installation Warranty during the Warranty Period, you may contact Clopay at the address or phone number listed below. If Dealer’s work is determined by Clopay to have Installation Defect(s), Clopay will assist – to the extent it deems appropriate in its sole discretion – in working with Dealer to correct any such Installation Defect. If such correction under this Installation Warranty requires the replacement of a Clopay garage door product that is no longer available, you agree to accept a reasonable product match. This Installation Warranty is non-transferable and extends to and benefits only the original end-purchaser of the Clopay garage door product, and shall not apply to builders/new construction, multi-family units, condominium associations, or commercial, industrial or any other non-residential installation.

Both Dealer and Clopay’s obligations under this Installation Warranty shall at all times be subject to their respective warranty policies and procedures in effect at the time a warranty claim is submitted.

What Is Not Covered:

This Installation Warranty does not cover the following items:

- A. Damage related to or resulting from: subsequent alterations, improper attachment of the electric opener, misalignment of the opener photo-eye, operation beyond rated capacity, improper use, or abuse of the Covered Installation by any person other than Dealer; fires, electrical malfunctions, accidents, floods, sub-grade moisture conditions, leaks, structural settlement or movement, latent defects in the home, vibration, accidents, improper handling or operation or cleaning, acts of God, accident or casualty, vandalism, radiation, chemical action, presence of abrasive materials, or foreign substances in the atmosphere; failure to follow all installation and maintenance instructions from either Dealer or Clopay; or materials, components or services furnished by third-parties.
- B. Any defects or issues with the Clopay garage door product itself. This is covered by the applicable warranty issued by Clopay, which you should review for warranty coverage and limitations and is available at: <http://www.clopaydoor.com/residential/buyingguide/residential-warranty-information>
- C. Any Installation Defect that was apparent or ascertainable by you at the time the Installation was completed, but was not promptly reported to Dealer (thereby allowing – among other things – the problem to worsen or otherwise increase the cost/time for correcting such Installation Defect);
- D. Routine maintenance, routine maintenance items and minor adjustments.
- E. Any duties, taxes or environmental/disposal fees.

Remedies and Limitations

- A. You must first make all reasonable efforts to have Dealer honor its warranty before contacting Clopay. The preferred remedy is always for the repair or re-installation to be completed by Dealer whenever possible.

- B. You understand that this Installation Warranty is provided solely by Dealer, and that you have no right to recover or request compensation from Clopay. Any participation or assistance from Clopay is completely voluntary, and Clopay reserves all rights.
- C. With respect to any warranty claim asserted by you against Dealer, you understand that you will have no right to recover or request compensation for – and neither Dealer nor Clopay shall be liable for – any of the following items:
 - 1. Incidental, consequential, indirect or punitive damages;
 - 2. Damages for aggravation, mental anguish, emotional distress, or pain and suffering;
 - 3. Costs in excess of the total contract amount for the Covered Installation; or
 - 4. Attorney's fees or costs.
- D. DEALER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH HEREIN. CLOPAY ASSUMES NO OTHER OBLIGATIONS, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH HEREIN.
- E. These limitations shall be enforceable to the extent permitted by law.

How to Obtain Service

If a problem with the Covered Installation develops during the Warranty Period, please contact Dealer directly to determine next steps.

Any warranty work will be done during normal working hours except where a delay will cause additional damage. You agree to provide access to the house and to make available during the work a responsible adult with the authority to approve the warranty work and confirm satisfactory completion of the warranty work.

If you are not successful in having Dealer remedy the problem, you should contact Clopay at **1-800-225-6729** or provide written notice to Clopay at the following address:

Attn: Consumer Services Dept., 1400 West Market St., Troy, OH 45373.

If you feel there is any safety issue or condition, you agree to immediately lock the Clopay garage door, cease any use, and prohibit any others from using the door until the safety issue or condition has been resolved.

The written notice should include the following information: your name, address and telephone numbers, invoice for the Installation with name of Dealer, and a description of the nature of the problem. Clopay will investigate the claim promptly.

Clopay is not a General Contractor nor does it provide Contracting Services.

Dealer is responsible for the performance of any work pursuant to a contract between Dealer and you and the fulfillment of any and all warranties provided to you by Dealer. This Installation Warranty is provided and administered solely by Dealer.

Complete Agreement:

Customer acknowledges that this Installation Warranty constitutes the entire agreement between the parties and that NO representation, whether oral or in writing, shall in any way alter the terms of this Installation Warranty. Furthermore, nothing in this Installation Warranty shall in any way restrict the right of Dealer to bring action against the customer for non-payment.

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

Date of Completed Installation: _____

