



SIMPLY ELEGANT'S HARDWARE WARRANTY

Simply Elegant warrants that its hardware, when used for residential purposes only and installed at the location it was originally bought will be free from defects in workmanship and materials under normal use for 10 years. This warranty is for the exclusive benefit of the owner whose name appears on the purchase order and is not assignable or transferable. This warranty does not cover discoloration on finishes.

This warranty excludes: defects or damages resulting from failure to follow Simply Elegant's instructions, defects or damages resulting from modifications to the product, altered or changed in any manner at time of installations or thereafter, damages from improper installation, damages to the door, damages from improper handling, normal weathering, chalking, scratching, fading, corrosive atmosphere contaminants (e.g. chemical fumes, pollution, salt), windstorms, tornadoes, or any other act of nature, misuse and or abuse or other causes beyond the control of Simply Elegant.

Simply Elegant will not be required to honor this warranty without being given a reasonable opportunity to have its representative investigate any claim made. If, after investigating the claim, Simply Elegant determines the claim to be valid, Simply Elegant will send replacement parts or replace the product of like kind if replacement parts do not suffice. If a replacement product is sent, the original warranty is limited to the balance of time from when the original product was purchased. Simply Elegant will not be responsible for the shipping, removal of the original product, installation of replacement parts, finishing expenses, or other charges, costs or claims incurred by the consumer.

This warranty is exclusive and Simply Elegant makes no warranty with respect to its products expressed or implied, except as set forth herein. All other expressed warranties and all implied warranties are hereby disclaimed. Simply Elegant's liability, whether in contract, negligence or other tort, strict liability or under any other legal theory, arising out of warranties, actions, omissions, representations, instructions or warnings (or lack or inadequacy thereof), deficiencies, failures, or defects of any kind or from any clause shall be limited solely to repairing or replacing defective parts pursuant to this warranty.

In no event shall any claim or recovery of any kind exceed the purchase price of the product with respect to which such claim or recovery is made and in no event shall Simply Elegant be liable for special, indirect, punitive, incidental or consequential damages (including, without limitation, lost profits) resulting from the use or maintenance of this product, or arising out of any breach of oral or written description of Simply Elegant products. This is for the sole purpose of identifying the products and shall not be construed as an express warranty.