



LIMITED WARRANTY

This Limited Warranty is given by Caldwell Manufacturing Company North America, LLC (“Caldwell”) to the original purchaser of a Covered Product. Covered Product is exclusively defined as product manufactured and sold directly by Caldwell.

Limited Warranty against Defects in Materials and Workmanship:

During the Limited Warranty Period, Caldwell will repair or replace any Covered Product, at its sole option, which is exclusively determined by Caldwell to be defective in material or workmanship. Caldwell reserves the right to substitute an equivalent product for any discontinued Covered Product. In no case shall the repair or replace exceed the original value of the Caldwell supplied product.

Disclaimer of all Other Warranties:

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, NO OTHER WARRANTIES ARE MADE BY CALDWELL AND, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, CALDWELL HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limited Warranty Period:

| Product Category | Product Line | Limited Warranty Period (a)(b)(c) |
|------------------------------------|--------------------|-----------------------------------|
| Window Balances | Block & Tackle | 10 Years from Date of Purchase |
| Window Balances | Constant Force | 10 Years from Date of Purchase |
| Window Balances | Ultra-Lift | 5 Years from Date of Purchase |
| Window Balances | Ultra-Lift Extreme | 10 Years from Date of Purchase |
| Electrical/Electronic Products | | 3 Years from Date of Purchase |
| All Other Products except INMOTION | | 5 Years from Date of Purchase |
| INMOTION | INMOTION Products | Refer to separate warranty policy |

- (a) Under no circumstances shall the Limited Warranty Period extend beyond the applicable warranty period provided by the manufacturer for window or other product in which the Covered Product is contained.
- (b) Caldwell reserves the right to define which Covered Product falls within a specific warranty category.
- (c) In jobs where Ultra-Lift Extreme Class 6 is not provided for all sizes, Caldwell shall extend Ultra-Lift Class 5 Balances Limited Warranty Period to 10 years.

Exclusions to Limited Warranty:

This Limited Warranty does not cover any labor costs or expenses of any party, incurred in connection with the repair or replacement of any defective Covered Product. Caldwell is not responsible under this Limited Warranty for any costs or expenses related to the inspection, removal, shipping, installation or reinstallation of any defective Covered Products. This Limited Warranty does not cover any defects caused by or resulting, but not limited to, any of the following:

- Incorrect application of Caldwell’s product, in Caldwell’s exclusive judgment.
- Poor design standards and out of tolerance specifications of the product or system containing the Covered Product.
- Normal wear and tear.
- Discoloration due to normal wear and tear and naturally occurring changes to finishes including painting and plating.
- Improper or deficient installation or maintenance.
- Accidents or intentional acts of parties other than Caldwell.
- Modification, alteration, repair or other change to the Covered Products by any party other than Caldwell.
- Improper use, abuse, misuse or neglect.
- Damage incurred during handling or shipping by parties other than Caldwell.

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- Damage Settlement or movement, or faulty design or construction, of the building or other structure into which the Covered Products are installed.
- Acts of God, including without limitation fire, hurricane, hail, flood, lightning, earthquake or other extreme weather events or conditions.
- Exposure to excessive heat, cold or moisture, or harmful chemicals or substances, including without limitation those found in cleaning products, salt water, acid rain, alkaline or other air pollutants or corrosive materials. Warranty will not apply for installation within 4 miles of a coastal area.
- Normal maintenance schedules must be adhered to for all applications, including cleaning of tracks on moving doors and removal of any obstructive build up or debris on doors and windows.

Limitations of Liability:

In no event shall Caldwell be responsible for (i) any indirect, consequential, incidental, punitive or special damages (including without limitation damages for lost profits, loss of use, business interruption or for the procurement of substitute products), even if Caldwell has been advised of the potential for such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise, (ii) any damage to the building or structure in which the Covered Products are installed or to any surrounding or component products or surfaces resulting from Caldwell's repair or replacement of any defective Covered Product, unless caused by Caldwell's gross negligence or intentional misconduct, (iii) any damages in excess of the aggregate amount of monies paid by the original purchaser for the applicable defective Covered Product, or (iv) any remedy other than the repair or replacement, at Caldwell's sole discretion, of the defective Covered Product. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS LIMITED WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO ANY DEFECTIVE COVERED PRODUCTS.

Other Terms and Conditions:

This Limited Warranty is not transferable or assignable by the original purchaser of the Covered Product(s), and any attempted transfer or assignment shall be null, void and ineffective. This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of New York. If any provision of this Limited Warranty is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of the remaining provisions in this Limited Warranty. No representative, dealer or any other party is authorized to make any warranty, representation or promise with respect to the Covered Products, and no agreement or understanding purporting to modify this Limited Warranty shall be binding on Caldwell unless made in writing and signed by a duly authorized officer of Caldwell.

Limited Warranty Claims:

In order to make a valid claim under this Limited Warranty, the original purchaser of the allegedly defective Covered Product must provide written notice of the defective condition to Caldwell, P.O. Box 92891, Rochester, New York, 14692 or via email to Cservice@CaldwellMfgCo.com. The written notice must be received by Caldwell prior to the expiration of the Limited Warranty Period and must be accompanied by a copy of this Limited Warranty. The following information must be submitted with the warranty claim: name and address of claimant, email address, phone number, part number, purchase order transaction including date of purchase, quantity, description of alleged failure (alleged specification not met or alleged defect). Caldwell will contact the original purchaser within ten (10) business days of its receipt of a claim hereunder and samples of alleged defective product will be required for evaluation and review under the warranty terms noted in this document. A return tracking number, ship to location and contact will be provided and must be used for any return.