

## **LIMITED WARRANTY**

### **WARRANTY**

Don-Jo Mfg., Inc. warrants that all products with the ENDURANCE™ finish from Don-Jo, shall be free from defects in material, workmanship and operation and from tarnishing, flaking, pitting, and discoloration for 10 years from date of purchase. This warranty is subject to the terms and conditions below.

Don-Jo produces its products using an American workforce in America. All of our products are made in accordance with the highest American standards of quality and excellence. All of our products are manufactured from the highest quality material however, all final decisions concerning quality and excellence remain exclusively in the discretion of Don-Jo.

### **EXCLUSIONS**

Small surface indentations and imperfections due to the malleability of the material and the crafting of the product may not constitute a defect.

Any damage resulting from installation of the product contrary to any of Don-Jo's written installation instructions is not covered by this Warranty.

Any modification of the product by any non-Don-Jo component is not covered by this Warranty.

Any defect caused by neglect, misuse, abuse or unreasonable or extraordinary use or maintenance is not covered by this Warranty.

### **REMEDIES**

If you make a claim under this Warranty Don-Jo has the right to investigate the claim. In the event the claim proves to be valid, Don-Jo will, at its sole option, either repair or replace the defective product. This Warranty will continue in effect for the repaired or replacement Don-Jo product. If Don-Jo has discontinued the product at the time a valid claim is made, or if Don-Jo determines, in its sole discretion, that such a repair or replacement is inappropriate, Don-Jo reserves the right to refund the original purchase price of the product instead.

Except as expressly provided in this Warranty to the contrary, DON-JO SHALL NOT BE LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OR FOR LOSS OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY DON-JO, OR FOR ANY CONSEQUENTIAL DAMAGES OR LOST PROFITS.

### **WARRANTY CLAIMS**

All claims under this Warranty must be made to the claimant's Don-Jo dealer or retailer. Each claim must be in writing, briefly describe the defect, and be accompanied by a proof of purchase. The claimant must provide his or her Don-Jo dealer or retailer other information and evidence reasonably required by Don-Jo and, if requested, must permit inspection by Don-Jo or its representative(s). If Don-Jo determines that the claim is valid, please see remedies above.

### **LIMITATIONS OF LIABILITIES**

Except as expressly provided in this Warranty to the contrary, DON-JO MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATION ON THE LENGTH OF ANY IMPLIED WARRANTY, AND THEREFORE SOME OR ALL OF THE LAST SENTENCE UNDER THE ABOVE HEADING, "REMEDIES," AND THE IMMEDIATELY PRECEDING TWO SENTENCES MAY NOT APPLY).

This Warranty is the only express warranty provided by Don-Jo. No employee, representative or agent nor any other person has the authority to assume or incur on behalf of Don-Jo any obligation or liability in place of or in addition to this Warranty. This Warranty provides specific legal rights and other rights, which may vary from state to state, may also be available.