

Limited Warranty

A.S.A.P. Garage Doors and Gates Inc. Warrants to the present owner that

- (A) If this is a new installation that it will be free from defects in operation of the garage door(s) resulting from improper or defective workmanship in installation thereof for a period of ~~one~~ (1) Year from the date that the installation is complete.
- B) If this is a repair or alteration of an existing installation that it will be free from defects in operation resulting from improper or defecting workmanship in performing the repair or alteration for a period of one (1) year from the date of the completion of the repair or alteration work, If during the applicable Limited Warranty Period as provided above, it appears that there is a defect in the workmanship which is covered by this Limited Warranty, A.S.A.P. Garage Doors and Gates. Inc. shall make such repairs or replacements that is its sole discretion deems necessary to correct the defective condition, A.S.A.P Garage Doors and Gates Inc. will make repair during normal service hours which are Monday through Friday 9:00 am thru 5:00pm In the event that the OWNER request warranty service on Saturday, Sunday or after 6:00 pm on weekends A.S.A.P Garage Doors and Gates Inc. will charge the OWNER it's regular service call rates then in effect which will be quote to the OWNER in advance.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF U.S.A. GARAGE DOORS AND GATES INC., THIS LIMITED WARRANTY DOES NOT COVER NON-DEFECT DAMAGE CAUSED BY THE OWNER'S NEGLIGENCE, IMPROPER OR CARE (INCLUDING BUT NOT LIMITED TO ABUSE, MISUSE, FAILURE TO PROVIDE REASONABLE AND NECESSARY MAINTENANCE) ALTERATIONS MADE BY OWNER, VANDALISM, DAMAGE CAUSED BY INSECT INFESTATION, OR DETERIORATION OR DAMAGE CAUSED BY SEVERE WEATHER CONDITIONS IN NO EVENT SHALL THE MAXIMUM LIABILITY HEREUNDER EXCEED THE REPLACEMENT COST OF THE UNIT.

THIS WARRANTY EXTENDS ONLY TO THE OWNER AT THE TIME OF COMPLETION, AND IS NOT TRANSFERABLE.

UNDER NO CIRCUMSTANCES SHALL A.S.A.P. GARAGE DOORS AND GATES INC. BE LIABLE FOR CONSEQUENTIAL INDIRECT, INCIDENTAL OR SPECIAL DAMAGES INSTALLATION IN NO EVENT SHALL A.S.A.P. GARAGE DOORS AND GATES INC. BE LIABLE FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY EXCEED THE COST OF INSTALLATION COVERED HEREBY. NO PERSON OR ENTITY IS AUTHORIZED TO ASSUME ON BEHALF OF A.S.A.P. GARAGE DOORS AND GATES INC. ANY OTHER LIABILITY IN CONNECTION WITH THE INSTALLATION.

Some states do not allow the exclusions or limitation of consequential, incidental, indirect or special damages, so that the above limitation or exclusion may not apply to you. This Limited Warranty gives you the specific legal rights, and you may also have other rights, which vary from state to state.

RIGHT TO CANCEL

If this invoice relates to new installation, you have the right to cancel this Agreement within Three (3) days of the date hereof, (or within three (3) days of the date of the initial deposit, whichever is later) and receive a full refund of your deposit -limitation may apply.