

# WARRANTY INFORMATION

Design Specialties, Inc. warrants the glass enclosures to be free from defects in material and workmanship for a period of one (1) year from the date of installation. Design Specialties, inc. warrants the metal work (exclusive of the finish) contained in the glass enclosures to be free from defects in the materials and workmanship for a period of two (2) years from the date of installation. Discoloration of any frame piece is caused by over firing and is considered abuse of the enclosure. DESIGN SPECIALTIES, INC. MAKES NO WARRANTIES AS TO A MAXIMUM TEMPERATURE AND STRESS WHICH MAY CAUSE GLASS BREAKAGE. LIFETIME WARRANTY ON GLASS. It will, however, replace without cost any glass that breaks in normal use. Design Specialties, Inc. will cover shipping cost for replacement glass for a period of one (1) year from the date of installation. Warranties also are not transferable to new owners. All warranty claims should be directed to customer's local dealer for prompt service. The foregoing limited warranty is not transferable by the customer and does not include the eventual defects caused by improper use or operation of the glass enclosure or by normal wear and tear. Design Specialties, Inc. agrees that if the glass enclosure is determined to be defective in manufacture within the applicable written guarantee period set forth above, and the customer provides a written notice of such defects within fourteen (14) days of the end of such period to the customer's local dealer, Design Specialties, Inc. is limited to defects in manufacture, and Design Specialties, Inc. shall not be responsible if the glass enclosure has not been used at all times with reasonable care and in accordance with the instructions which accompany each glass enclosure, and/or if any attempt has been made by any person other than Design Specialties Inc. or its authorized agents to repair, alter or otherwise interfere with the foregoing undertaking of Design Specialties Inc. is limited to the replacement of any determined by Design Specialties, Inc. to be defective. Finally, the enforceability of this limited Warranty shall be further subject to compliance with the following requirements:

- A. That the customer complies with the instruction set forth above and does not misuse, abuse, alter, or modify the glass enclosure.
- B. That the customer does not use the glass enclosure for a purpose other than its intended use.

## DISCLAIMER

**THE LIMITED WARRANTY SET FORTH ABOVE, IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, AND LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF DESIGN SPECIALTIES, INC. WHETHER UNDER THEORIES OF CONTRACT, TORT OR NEGLIGENCE, DESIGN SPECIALTIES, INC., SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION, WHETHER NEGLIGENT OR NOT, ARISING OUT OF OR IN CONNECTION WITH THE GLASS ENCLOSURE OR ITS SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, DAMAGE TO ASSOCIATED PROPERTY OR THE FACILITY, OR ANY OTHER SIMILAR AND DISSIMILAR LOSSES, COST**

**PLEASE NOTE:** *Design Specialties doors are hand crafted to the specifications of each order. Due to the nature of the anodization process on aluminum doors, and the plating/powder coating process on steel doors, slight variations in color may occur and will not be considered a warranty issue.*