



## TEMPERED GLASS DOORS PANIC DEVICES

Warranty & Disclaimer Rev December 2013

Subject to the following terms and conditions, Access Architectural Hardware provides to its customer a LIMITED WARRANTY for a period of THREE (3) YEARS from the date of manufacture. Access Architectural Hardware warrants that the TEMPERED GLASS DOOR PANIC DEVICES shall meet the requirements of UL305 and ANSI/BHMA A 156.3-2001 in effect on the date of manufacture. Access Architectural Hardware warrants the materials and workmanship of our TEMPERED GLASS DOOR PANIC DEVICES.

### WARRANTY COVERAGE DOES NOT EXTEND TO:

Access Architectural Hardware does not warrant damage caused by misuse, unauthorized modifications or product that has not been installed in a workmanlike manner and glazed in accordance with the GANA "Glazing Manual"

This warranty is in lieu of any and all other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Access Architectural Hardware will not be liable for any direct, indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, other than direct damages based on Access Architectural Hardware's failure to honor its "repair or refund" obligations set forth below, whether such claim is based on theories of contract, warranty, negligence, tort, strict liability or otherwise.

As a prior condition to any obligation of Access Architectural Hardware, the purchaser must have fully and finally paid for the Tempered Glass Door Panic Devices purchased from Access Architectural Hardware and must have provided written notice to Access Architectural Hardware of any claim being asserted. That notice must include proof of purchase and payment and a written description of the alleged defect. The determination as to whether the warranty is applicable shall be made by Access Architectural Hardware and, unless clearly erroneous, shall be binding on the parties hereto. In all events, Access Architectural Hardware's sole and exclusive liability and sole and exclusive right of the purchaser for an actual breach of the warranty shall be limited to replacement of the Tempered Glass Door Panic Devices, FOB the purchaser's place of business, or the refund of the original purchase price, at Access Architectural Hardware's option. Under no circumstances shall Access Architectural Hardware be liable, directly or indirectly, for any actual or claimed labor costs, expenses or obligations, including, but not limited to, any which may arise from the manufacture, processing, removal, installation, reinstallation, reprocessing or disposal of any Tempered Glass Door Panic Devices sold by Access Architectural Hardware. In the event that other or additional terms are contained in any purchase order or other document, which are inconsistent with or in conflict with these terms, the terms hereof shall, in all ways, control. The entire warranty is embodied in this writing and this agreement may be amended only with the express prior written consent of an officer of Access Architectural Hardware and this instrument is the complete and exclusive statement of the terms hereof.

Some states do not allow the exclusion or limitation or incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

Warranties PD

528 Johnson St. Keokuk, Iowa 52632

P:319-526-7705 F:319-208-7708 info@accessdoor.us