



Limited Warranty

1. **Limited Warranty.** Industrial Louvers, Inc. (“ILI”) warrants to the original owner (“Owner”) of the property at which the product manufactured by ILI (the “Product”) is first installed that the Product will be free from defects in material and workmanship for a period of five (5) years from the date of substantial completion of the portion of the project to which the Product relates or within 90 days from the date that the Product is shipped from ILI’s facility, whichever occurs first. In the event of a defect covered by this Limited Warranty, ILI will, at ILI’s option, (a) replace or repair the defective Product, or (b) refund the purchase price of the defective Product actually paid to ILI for the Product.

2. **Warranty Procedure.** In order to recover under this Limited Warranty, ILI must receive a written warranty claim no later than thirty (30) days after the expiration of the warranty period specifically identifying the claimed defect together with pictures of the claimed defect. If the Product is determined by ILI to be covered by this Limited Warranty, ILI, at ILI’s expense, will provide Owner the remedy chosen by ILI within ninety (90) days after receipt of the warranty claim. If a warranty claim is made but warranty coverage does not apply, Owner will be liable for the charges incurred in connection with investigating the warranty claim. Prior to processing Owner’s warranty claim, ILI may require Owner to sign ILI’s agreement obligating Owner to pay such charges. The terms and limitations of this Limited Warranty apply to all Product repaired or replaced under this Limited Warranty for a term equal to the balance of the warranty remaining on the original Product.

3. **Exclusions From Limited Warranty.** This Limited Warranty does not cover Product abused, misused, altered, modified, not used in the intended manner, not properly stored, installed or maintained, damaged by settlement or movement of underlying structures, and any defect or damage not the result of an act or omission of ILI. This Limited Warranty is void if ILI did not receive payment for the Product when payment was due.

4. **Limited Remedies.** EXCEPT WITH RESPECT TO ANY OTHER EXPRESS WARRANTY GRANTED BY ILI IN WRITING, THE LIMITED WARRANTY AND REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTY AND REMEDIES AVAILABLE FOR BREACH OF WARRANTY. ILI SHALL NOT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR ANY OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. Any efforts by ILI beyond the obligations provided for in this Limited Warranty will not in any way enlarge, extend or otherwise change the Limited Warranty, remedies or limitations stated in this Limited Warranty. In no event will ILI’s liability to Owner or any other person or entity exceed the price paid to ILI for the Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you.

5. **Disclaimers.** TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED AND UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL SUCH IMPLIED WARRANTIES ARE DISCLAIMED. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to Owner.

This warranty gives owner specific legal rights and owner may also have other rights, which vary from state to state.

If you have questions about this Limited Warranty or to make a warranty claim, contact ILI at:

Industrial Louvers, Inc.
511 7th Street S.
Delano, MN 55328
Attn: Warranty Manager