

WARRANTY

Ives (the “Company”) warrants only to Customer that the products will be free from defects in material and workmanship for a period of 12 months from the date of shipment of products. Continuous hinges carry a Lifetime Warranty with exception of electrified continuous hinged which carry a 12 month Warranty from time of shipment. The Customer shall be obligated to promptly report any failure to conform to this warranty in writing to the Company within the warranty period provided above. Company’s sole obligation under this warranty is limited to repairing or replacing, at its option, the defective products.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The provisions of this limited warranty do not apply to products: (i) used for the purposes for which they are not designed or intended; (ii) which have been repaired or altered without Company’s prior written consent; (iii) which have been subjected to misuse, abuse, negligence, or accident; (iv) which have been improperly stored, installed, maintained, or operated; (v) which have been used in violation of written instructions provided by Company to Customer; (vi) which have been subjected to improper temperature, humidity, or other environmental conditions; (vii) which have been affected by normal wear and tear; or (viii) which, based on Company’s examination, do not disclose to Company’s satisfaction nonconformance to the warranty.

The following costs and expenses are not covered by the provisions of this limited warranty: (i) labor costs for the removal and reinstallation of products; (ii) shipping and freight expenses required to return products to Company; (iii) normal maintenance; and (iv) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in Company’s material (products only) or workmanship.

CONSUMER PRODUCTS. With respect to “consumer products” as defined under the Magnuson-Moss Warranty Act (“MMWA”), the following statements are made. (a) Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. **IF ANY IMPLIED WARRANTY IS PROVIDED UNDER THE MMWA, IT IS LIMITED TO THE DURATION OF THE WARRANTY PROVIDED ABOVE.** (b) Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. (c) This warranty gives you specific legal rights and you may also have other rights which vary from state to state.