

# WARRANTY

# FALCON

## Warranty

Falcon Door Hardware warrants its mechanical offering of locks, exit devices and door controls products manufactured to be free from defects in materials and workmanship for a period of **TEN (10) YEARS** from the date of manufacture with the exception of the products detailed in the table below. The terms and conditions of this new warranty apply to Falcon Door Hardware shipments made on or after November 1<sup>st</sup>, 2008.

This limited warranty does not cover products that (i) are not the proper size for the application; (ii) are not installed in accordance with Falcon's published installation instructions; (iii) are installed with improper or incorrect parts; (iv) have been modified, repaired, or altered in any way without the express written consent of Falcon; (v) are used for purposes which they are not designed or intended; (vi) are subjected to misuse, abuse, negligence, or accident; or (vii) are grade 2 products used in educational facilities. 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 Falcon; (iii) normal maintenance; and (iv) economic losses. **THE PREVISIONS OF THIS WARRANTY DO NOT APPLY TO FINISHES.**

Falcon will replace the products that are found to be defective, provided said products are returned to Falcon within fifteen (15) days of defect.

FALCON SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES FOR ANY CLAIM WHETHER BASED ON CONTRACT; WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty replaces all other warranties, expressed or implied, and excludes any warranties of fitness for a particular purpose or merchantability. No agent, representative, dealer, or employee of Falcon has the authority to increase or alter the obligations of this limited warranty.

Note: Should the Product be considered a "consumer product" as may be covered by the Magnuson-Moss Federal Warranty Act, please be advised that: (1) Some states do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply; and (2) This warranty gives specific legal rights and a user may have rights which may vary from state to state.

<b>PRODUCT EXCEPTION</b>	<b>WARRANTY</b>
OHC100A CONCEALED CLOSERS	5 YEARS
8200 AUTOMATIC OPERATOR	1 YEAR
ELECTRONICS/ELECTRIFIED	1 YEAR