



Challenger Door Limited Warranty Statement

LIMITED WARRANTY COVERAGE

Challenger Door, LLC ("Challenger") warrants to the original purchaser that its products will be free from defects in material and workmanship under normal operating conditions as provided in this Limited Warranty. This Limited Warranty shall not be deemed to have failed its essential purpose so long as Challenger, or through its authorized service provider, is willing and able to repair, replace, or adjust defective parts in the prescribed manner.

Excluding laminated ramps, Challenger will repair or replace at its cost, in its discretion, any defect in its products, which is caused by a defect in factory materials or workmanship of Challenger, until the earlier of: **(a) the duration of the OEM's warranty period up to a maximum of two (2) years from date of original retail sale to the original purchaser (even if the OEM's warranty period extends beyond such date), or (b) three (3) years from the date of the door manufacture by Challenger.** Challenger will repair or replace at its cost, in its discretion, any defect in its laminated ramps, which is caused by a defect in factory materials or workmanship of Challenger, for a period of one (1) year from the date of retail purchase by the original purchaser.

EXCLUSIONS

The Limited Warranty does not cover the following:

- Products improperly stored, changed, or modified.
- Failures resulting from, or in relation to, the installation.
- Defects in separately manufactured products and/or failure as a result of said products (items not manufactured by Challenger) installed by either the final stage manufacturer and/or end customer (e.g. warping as a result of magnetic holdbacks).
- Deterioration due to normal wear, tear, and/or exposure, including corrosion and rust formation.
- Failure in "plain doors" (i.e. doors that are made with no outer skin) or delamination on doors Challenger does not laminate the core.
- Damage caused by negligent use, misuse, abuse, loading the product beyond its gross weight limitations in respect to ramps, hazardous or corrosive cargo, accident, acts of God, or other contingencies beyond the control of Challenger.
- Any unauthorized repair or installation.
- Damage caused by failure to perform any reasonable, customary, and/or necessary maintenance procedures.
- Televisions and/or other electronic devices placed or installed behind doors.
- Laminated ramps used in industrial settings or environments.
- Transportation or freight to or from Challenger or a Challenger Authorized Facility for repairs.

REMEDIES

Challenger will, at its option, repair, replace, or repay the purchase price of any product verified by Challenger to be defective during the applicable Limited Warranty period. Your legal remedies with respect to products are limited exclusively to the right to repair, replacement, or repayment of the price.

PURCHASER OBLIGATIONS AND ARRANGING SERVICES

You must notify Challenger of the warranty claim within thirty (30) days from the date of the first appearance of the defect. The warranty claim must be submitted in the manner set forth in the Warranty Submission section below. Prior authorization must be attained for all claims, except as otherwise noted on the Flat Rate Guide attached as Exhibit A and made a part of this Limited Warranty. Warranty approval or denial is at Challenger's discretion. Challenger will replace a defective product only if you make the product available to Challenger free and clear of all liens and encumbrances. Prior

to warranty service, your dealer or distributor must verify the door label information with Challenger in order to confirm warranty eligibility. In order for any work to be covered under this Limited Warranty, service must be provided by Challenger or a Challenger Authorized Facility. **All transportation and freight charges are the responsibility of the purchaser.** The Challenger Authorized Facility must verify the defect prior to commencement of any warranty service. Failure to confirm warranty coverage before the service work voids coverage of this Limited Warranty. For purposes of this Limited Warranty, a “Challenger Authorized Facility” is a servicing vendor approved by Challenger. All repairs must be completed and invoices for the same submitted within ninety (90) days of issuance of the repair authorization.

GENERAL CONDITIONS

Challenger reserves the right to make changes in or additions to products built or sold by Challenger at any time without incurring any obligation to make the same or similar changes or additions to doors previously built or sold. Challenger also reserves the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain products, at the sole discretion of Challenger. The fact that Challenger has provided such measures to a particular product in no way obligates Challenger to provide similar accommodations to other owners of similar products.

LIMITATIONS

This Limited Warranty is not assignable or transferable. This Limited Warranty extends only to the original OEM purchaser purchasing products manufactured by Challenger and will not extend to any retail customer of a third-party reseller.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS IMPLIED BY LAW AND CAN NOT BE DISCLAIMED UNDER APPLICABLE LAW DESPITE THE DISCLAIMER HEREIN, SUCH WARRANTIES SHALL BE LIMITED TO THE DURATION OF ONE YEAR FROM THE DATE OF DELIVERY OF THE PRODUCT TO THE FIRST RETAIL PURCHASER.

CHALLENGER FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO WARN AND/OR INSTRUCT, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE.

No dealer, distributor, agent, representative of Challenger, or any other person is authorized to make any representation or a promise of warranty concerning Challenger products on behalf of Challenger except to refer the purchaser to this Limited Warranty. All claims under this Limited Warranty must be submitted pursuant to the claim submission procedure set forth below. Challenger reserves the right to deny any claim not submitted pursuant to the claims procedure. This Limited Warranty should be provided to the manufacturer, dealer and retail customer of the OEM unit and made available to the retail customer prior to purchase of the OEM unit.

Neither Challenger, nor any Challenger Authorized Facility shall be responsible for any incidental or consequential damages; loss of use of the product; loss of time, profits or income; inconvenience; commercial or economic loss; or any other consequential or incidental damages.

JURISDICTION AND APPLICABLE LAW

Exclusive jurisdiction to decide any claims, demands or causes of action for defects or representations of any nature due from such defects or representations shall be in the state courts of Elkhart County, State of Indiana, or the federal courts having jurisdiction over Elkhart County, State of Indiana, if applicable. The laws applicable to any litigation, dispute, mediation or arbitration or any claim whatsoever arising from the sale, and purchase or use of the door shall be those of the State of Indiana.

CLAIM SUBMISSION

All claims must be submitted to Challenger Door, LLC warranty department via email or fax as follows:

ATTN: Bob Zurbuch

Email Rzurbuch@challengerdoor.com

Phone 574-773-8169

Fax 574-773-0474

- All claims must have *clear* photos showing defect and diagnosis must be communicated.
- All claims must have a photo of the serial number located on product (*If the label hasn't been removed previously, it can be located on the back of the product on the hinge side or on inner trim on hinge side*).
- Challenger may request the product to be returned for inspection at Challenger's cost.
- You must provide information of OEM unit on which Challenger product was installed, unit serial number, model, date of purchase, and dealer from which unit was purchased.