

YALE EXPRESSIONS™ SERIES WARRANTY

RESIDENTIAL LIMITED LIFETIME MECHANICAL AND LIMITED FIVE-YEAR FINISH

Subject to the terms and conditions of this warranty, EMTEK Products Inc. ("EMTEK") extends a limited lifetime mechanical warranty to the original consumer user ("Original User") of our Yale Expressions™ Series products ("Product") against mechanical defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Product was originally installed. EMTEK extends a limited five-year finish warranty to the Original User of Product against tarnishing and damage as long as the Original User occupies the residential premises upon which the Product was originally installed.

Original User: The Original User will return the defective Product to the retailer from whom it was purchased, accompanied by a statement of defects and proof of purchase. This warranty only applies to the Original User of Products in a residential application. This warranty is not transferable.

What EMTEK Will Do: Upon return of the defective Product to EMTEK for inspection, free and clear of all liens and encumbrances and accompanied by the statement of defects and proof of purchase, EMTEK's sole obligation, at its option, is to either repair or replace the Product or refund the original retailer purchase price in exchange for the Product.

EMTEK MAKES NO OTHER WARRANTY OTHER THAN AS EXPRESSLY STATED HEREIN, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

EMTEK'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL EMTEK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL AND/OR PUNITIVE DAMAGES OF ANY NATURE ARISING FROM THE SALE OR USE OF THE PRODUCT, WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This warranty gives specific legal rights and a buyer may also have other rights which may vary from state to state.

What Is Not Covered: The following costs, expenses, and damages are not covered by the provisions of this limited warranty: (i) labor costs including, but not limited to, costs for the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to EMTEK.

The provisions of this warranty do not apply to Products: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse, negligence, or accident; (v) which have been improperly stored, installed, maintained, or operated; (vi) which have been used in violation of written instructions provided by EMTEK; (vii) which have been subjected to improper temperature, humidity, or other environmental conditions; or (viii) which, based on EMTEK's examination, do not disclose to EMTEK's satisfaction non-conformance to the warranty. Additionally, this limited lifetime warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents, or other chemicals.

Warranty claims: Please contact the retailer from whom the defective product was purchased. If assistance is needed, please contact EMTEK Customer Service at:

EMTEK Products, Inc.
Tel: (626) 961-0413