

## 1. WARRANTY

Your purchase of QMi **Free Standing Cases or Modular / Custom Casework** (the “Warranted Products”) includes the limited warranty as described herein (this “Warranty”). This Warranty is applicable to **retail and other commercial uses of the Warranted Products only** and does not apply to residential applications.

Before installing, customer or third-party shall determine the suitability of product for its intended use. If there is a defect in the Warranted Product, QMi or any of its authorized dealers will remedy the defect pursuant to the terms of this Warranty. At the sole option of QMi, the remedy shall consist of (a) repair or replacement of the Warranted Product (subject to your payment of labor costs in certain cases) or (b) refund of the actual price paid for the defective Warranted Product. This Warranty does not cover any costs for demolition or repair to service the Warranted Products are built-in or not fully accessible. This Warranty does not include the provision of scaffolding or specialty equipment.

## 2. COVERAGE PERIOD TABLE

<b>PARTS</b>	1 Year <sup>(1)</sup>	Parts and assemblies not otherwise covered below. Covers defects in materials or workmanship <sup>(2)</sup>
<b>FINISH</b>	1 Year <sup>(1)</sup>	Slats and rail finish <sup>(2)(3)</sup>
<b>MOTORS</b>	5 Years <sup>(1)</sup>	Alternating current (A/C) electric motors (standard and Hz) and related electrical accessories <sup>(2)</sup> . Motors on Modular / Custom Casework Only.

(1) Beginning from the later of: (a) date of installation, or (b) open of commercial location

(2) Warranty covers all costs of all materials; includes labor only if installation performed by QMi or its authorized subcontractors

(3) Subject to compliance with applicable maintenance requirements (see Security Cases Maintenance and Care instructions separately)

## 3. LIMITATIONS OF WARRANTY

**EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, THE WARRANTED PRODUCTS ARE SOLD WITHOUT ANY OTHER WARRANTY OF ANY KIND AND QMi HEREBY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE.** In the event that

applicable law prohibits the disclaimer of an implied warranty, this Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

## 4. PURCHASER'S DUTY TO NOTIFY QMi

To receive the benefit of this Warranty you must notify QMi in writing of any claim within 30 days of discovering an alleged defect. Send written notice of an alleged defect to QMi via e-mail to [warranty@QMiusa.com](mailto:warranty@QMiusa.com).

## 5. EXCLUSION

This Warranty and all of QMi's obligations stated herein shall NOT apply to:

- Defects resulting from failure to maintain the Warranted Products in accordance with the Shutter Maintenance and Care instructions, or the negligence, misuse or abuse of the purchaser;
- Any Warranted Product that was altered or serviced by anyone other than the original authorized installer;

### 5. EXCLUSION (CONT.)

- Any products used for residential applications;
- Issues resulting from inadequate or faulty installation, unless QMi provided the installation;
- Labor and materials required install or repair the finishing or other materials that were applied to or adjacent to the Warranted Product after the initial installation;
- Labor and materials required to paint or stain any repaired or replaced product, component, trim, or other carpentry work;
- Products or parts not manufactured by QMi;
- Minor sticking or minor warping. QMi may defer actions on any claim for sticking or warping for a period of up to 12 months from the date of the claim in order to permit conditioning and equalization to humidity and temperature conditions;
- Scratches, cosmetic defects, cracks or other imperfections that do not impair structural integrity;
- Tarnish or corrosion to hardware finishes;
- Service trips to provide instruction on product use;
- Applicable taxes and freight;
- Custom colors (Contact QMi for the limited warranty on custom colors);
- Damages caused due to shutter obstructions.

### 6. LIMITATIONS OF DAMAGES

**QMi SHALL NOT BE LIABLE TO PURCHASER FOR ANY EXEMPLARY, PROXIMATE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY IN LAW OR EQUITY. QMi'S MAXIMUM LIABILITY TO PURCHASER SHALL NOT EXCEED THE CONTRACT PRICE OF THE ORDER GIVING RISE TO THE CLAIM, DEMAND, OR CAUSE OF ACTION.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

### 7. LIMITATIONS OF ACTIONS

Any action for any loss or damage with respect to this Warranty or the Warranted Products must be commenced by Purchaser within one year after Purchaser's cause of action has accrued.

### 8. ENTIRE AGREEMENT

This Warranty contains and represents the only and entire warranty extended by QMi. No employee or agent of QMi or any other party is authorized to change, or make any other warranty in addition to, this Warranty.

### 9. NO ORAL MODIFICATION OF WAIVER

The failure of QMi to enforce any rights or limitations set forth in this Warranty shall not constitute a waiver of any such right or limitation nor a waiver of QMi's right to enforce any or all provisions of this Warranty.

### 10. GOVERNING LAW AND VENUE

This Warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of Illinois. The parties agree that the exclusive venue for any action arising hereunder shall lie in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Effective: Aug 2024

# Signature

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Job Name

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Limited Warranty Holder

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Signature

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Title (Typed or Printed)

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Date (Typed or Printed) (Month, Day, Year)

Effective: Aug 2024