## **Limited Warranty**

# XL COMMERCIAL SECURITY SHUTTERS

#### 1. WARRANTY

Your purchase of QMi **XL Commercial Security Shutters** (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

PARTS	1 Year (1)	Parts and assemblies not otherwise covered below. Covers defects in materials or workmanship (2)
FINISH	1 Year (1)	Slat/blade and rail finish (2)(3)
MOTORS	5 Years (1)	Alternating current (A/C) electric tubular or jackshaft motors and related electrical accessories (2)

- (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 for coastal and non-coastal areas (see XL Shutter Maintenance and Care instructions at end of this document or 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.

#### **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;

Effective: Aug 2024 (CONTINUED ON NEXT PAGE)



## **Limited Warranty**

# XL COMMERCIAL SECURITY SHUTTERS

#### **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;
- Slat/blade paint finish in coastal areas damaged by windborne particles (e.g., sand, tree debris, building materials or similar matter); and
- Sand and salt accumulation in the slat/curtain hinges if coastal area maintenance requirements not followed.

#### **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



## **Limited Warranty**

# XL COMMERCIAL SECURITY SHUTTERS

## **Signature**

Job Name			
Limited Warranty Holder	<del></del> 3		
Signature			
Title (Typed or Printed)			
Date (Typed or Printed) (Month, Day, Year)			

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## **XL Shutter Maintenance and Care**

Your QMi XL Rolling Shutters should be operated as often as possible to ensure optimal performance. Your XL shutters should be installed in the building interior. For these interior shutters, once per week is recommended, but a minimally accepted standard is once per month. This will loosen any foreign substance that may accumulate on the slats and guide rails. Do not force your shutter to open or close.

#### **GENERAL MAINTENANCE AND CARE**

**Cleaning INTERIOR Shutters:** With the shutters in the completely open position, use a damp cloth or towel to wipe down the inside of the guide rails. Spray the inside of the guide rails with dry silicone spray only. Do not use oil-based lubricants. Dampen a clean cloth with the silicone spray and wipe down the outside of the box housing, the exterior of the guide rails and the entire universal and handle assembly. This procedure should be performed twice per year.

#### **GENERAL OPERATING INSTRUCTIONS**

CRANK & GEAR	To Raise: Holding the crank handle at a 45° angle, bend the handle at the two elbows and turn the handle until the shutter is in the desired position. Do not attempt to roll the curtain all the way into the box housing. 2"- 3" of slat must stay engaged in the guide rails.  To Lower: Turn the crank handle in the opposite direction until shutter is closed, and turn no further. Do not force.
MOTORIZED SHUTTERS	When operating motorized shutters, ensure the shutter path is clear of obstacles. Visually observe the shutter path when operating the remote control or switch to ensure the curtain is not obstructed. There are no reversing sensors on the shutter and damage may occur to the shutter or the obstacle. Obstructions can also throw off the limit stops creating the need to reset them.

CONTACT YOUR DEALER OR QMI TO LEARN MORE ABOUT CLEANING AND/OR MAINTENANCE AND CARE PROGRAMS (PM)

