



## **DIAMOND ROLL-UP DOOR, INC.**

**Warranty.** Diamond provides the following warranty to Buyer for wood, aluminum and composite doors and replacement parts used in transportation equipment operated in the U.S.A., Canada and Mexico. Diamond warrants to Buyer that all new wood, aluminum and composite doors and replacement parts sold to Buyer by Diamond shall be free from defects in material and workmanship for a period of 12 months from the date of shipment when properly maintained and used in normal service. The parties understand and acknowledge that this Warranty excludes the following: (a) parts, components or accessories manufactured by others (Diamond hereby assigns to Buyer any warranties in favor of Diamond with respect to any such parts, components or accessories that are incorporated into any doors or parts purchased by Buyer and which may be legally assigned by Diamond); (b) parts that are not defective at time of delivery but which become defective by virtue of usage, including but not limited to normal wear, tear, and replacement; (c) normal maintenance; (d) products or parts that have been repaired or altered by anyone other than Diamond's service representatives; and (e) damage due to improper installation, installation of the doors or parts in an unsuitable application, damage due to misuse, negligence, mishandling, accident, mechanical abuse, high temperature, corrosive or chemical washes, or other casualty not caused by a manufacturing defect. There are a variety of uses and applications for wood, aluminum and composite doors and replacement parts. The parties agree that it is the responsibility of Buyer to determine the suitability of the products purchased for its application. Proper installation is the responsibility of Buyer, and Diamond assumes no responsibility for and does not warrant doors and replacement parts that are faultily or improperly installed. THE FOREGOING WARRANTY IS INTENDED SOLELY FOR THE BENEFIT OF BUYER AND IS NON-ASSIGNABLE AND NON-TRANSFERABLE, INCLUDING TO ANY SUBSEQUENT PURCHASERS, LESSEES, OR OTHER PARTY WHO OBTAINS THE DOORS AND PARTS FROM BUYER OR ANY SUBSEQUENT PURCHASER. DIAMOND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF TITLE AND AGAINST INFRINGEMENT.