# TEM (), Inc.



## **Limited Lifetime Warranty**

#### TEMO, Inc. makes the following warranty on its Products/Components to all original Consumers and/or Customers.

- TEMO warrants that the Goods are free in all material respects from defects in material, workmanship, and will not blister, pit, peel, or delaminate under normal use and service with proper maintenance for the lifetime of the original Customer for Goods produced by TEMO.
- Materials or goods incorporated into the TEMO products from other manufacturers and suppliers (e.g., skylights, glass, actuators, screens, control boxes, key fobs, and glazing) are expressly covered by their warranty for the applicable period of time. TEMO will DOUBLE the manufacturer's warranty. All warranty claims will be administered by TEMO.
  - ♦ Cardinal Insulated Glass 10-year: TEMO Double to 20 years
  - ♦ LINAK (Techline) Operable Pergola motor 3-years: TEMO Double to 6-years
- 10-year Warranty Vinyl Window Systems from cracking and discoloring with proper maintenance
- 1-year Warranty on Horizontal window springs, plastic corner connectors, and the function
  or movement of the Vinyl window systems.

### Warranty expressly excludes the following:

- Warranty does not include, and expressly does not cover, any (a) labor or installation, repair, replacement, or maintenance services, OSB materials or (b) materials or goods made by manufacturers or suppliers other than TEMO which are incorporated into the Goods.
- Warranty does not cover normal wear and tear, including with respect to sealants, door handles, torn and ripped screens, glass breakage, weather stripping, and atmospheric conditions and sunlight which may cause discoloring and fading.
- Condensation in sunrooms. This is a natural result of humidity within the home and /or changes in the interior and exterior temperatures and is not a defect.
- A non-conformity, use, misuse, or neglect of the Goods in a manner inconsistent with the Good's specifications or use or maintenance directions, or Goods modified or improperly installed, handled, repaired, or maintained the Good; any substitution of product by Dealer or Customer from provided engineering or use outside of published load and size limitations; or uses or incorporates into the Goods materials or goods made by manufacturers or suppliers other than TEMO or alters or modifies any Good to include materials or goods made by manufacturers or suppliers other than TEMO.

- Dealer shall not modify, alter, replace, reverse engineer, or otherwise change the Goods it sells to Customers. Dealer shall not provide its own warranty regarding any Good.
- Discontinued parts or products.
- Failure to promptly notify TEMO in writing of a non-conformity or warranty claim.

### **Warranty Registration**

 Register warranty within thirty (30) days of receipt of product online at www.TemoInc.com/warranty or by mailing to TEMO Inc., attn: Warranty, 20400 Hall Road, Clinton Township, MI 48038. Include Product model, independent authorized dealer purchased from, copy of sales order.

### Warranty Claim

- Promptly notify the independent authorized agent, distributor, dealer, or other party
  in writing of the warranty claim who will then evaluate and communicate with TEMO
  regarding the warranty claim. Dealer will charge Customer an inspection fee of \$175 (or
  more depending upon travel distance) to evaluate each warranty claim. You may be asked
  to return the failed part(s) for replacement.
- TEMO will cover 100% of the cost of materials if Goods meet the warranty conditions, TEMO shall, at its exclusive option, either repair the Goods, replace the Goods, or refund the purchase price paid by the Dealer for each non-conforming Good.

EXCEPT FOR THE WARRANTIES SET OUT ABOVE, NEITHER TEMO NOR ANY PERSON ON TEMO'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) TITLE, OR (D) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TEMO, INC. SHALL HAVE NO LIABILITY FOR THE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR PERSONAL INJURY FROM THE USE OF ITS PRODUCT. NO AGENT, DISTRIBUTOR, DEALER, OR OTHER PARTY IS AUTHORIZED TO MAKE WARRANTY ON BEHALF OF TEMO, INC. OR TO ASSUME TEMO, INC. ANY OTHER LIABILITY WITH RESPECT TO ITS PRODUCT. AGENT, DISTRIBUTOR, DEALER, OR OTHER PARTY ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY TEMO OR ANY OTHER PERSON ON TEMO'S BEHALF.

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2023 TEMO INC. 042423