Limited Warranty Form

Subject to the terms and conditions set forth herein, Sliding Doors Asia Pacific, Inc (SDAPI), the affiliate of The Sliding Door Company, Inc. (TSDC) provides this Limited Warranty only to the person or entity that originally purchased the product from SDAPI or its authorized affiliate (Original Purchaser) and only for the products purchased/delivered in the Philippines. This limited Warranty shall not become effective unless the Original Purchaser completes section 11 below and returns the completed Limited Warranty form to SDAPI set forth in Section 8 within 90 days of purchase.

- 1. Limited Warranty: SDAPI warrants that the sliding door product (s) described in Section 11 below (the Product) shall be free from material defects in workmanship and materials under normal use from date of original purchase of the Product, for the period set forth in Section 2 below (Warranty Period), except as otherwise stated herein. The Original Purchaser's sole and exclusive remedy and the entire liability of SDAPI under this Limited Warranty will be at SDAPI's option to either furnish replacement parts for the Product or to furnish a new Product during the Warranty Period at no charge to the Original Purchaser.
- 2. Warranty Period:

as soon as practical.

- a. Frames, Wheels and other moving mechanisms of the Product: 5 Years from date of purchase b. All other components of the Product, including glass panes: 1 Year from date of purchase*
- *replacement panels due to glass breakage will be charged 100%
- 3. Replacement Parts/Products: SDAPI, may, at its option, replace any defective Product, part or component thereof with any reconditioned product or part that SDAPI reasonably determines is substantially equivalent or superior in all material respects to the defective Product or part. Replacement product and parts will be warranted for the remainder of the Warranty Period or 90 days, whichever is longer, and subject to the same limitations and exclusions set forth in this Limited Warranty. All Products and parts replaced by SDAPI shall become the property of SDAPI upon replacement.
- 4. Exclusions: The Limited Warranty does NOT cover:
- a. Installation, Removal of client's items or Shipping costs
- b. Products, that in SDAPI's judgment, have been subjected to abuse, alteration, modification, tampering, negligence, misuse, faulty installation by client or their designee, lack of reasonable care, accident or other external causes, including but not limited to earthquakes, fire, floods, weather or condensation.
- c. Products that have been altered by removal of aluminum frames
- d. Products that have been subject to improper or incorrectly performed maintenance or repair
- e. Products that have been purchased through an inventory clearance, liquidation sale or other sale in which
- SDAPI or other seller expressly disclaims its warranty obligation pertaining to such Product.

 5. Submitting a Claim: Upon discovery of any defect of the Product, the Original Purchaser shall notify SDAPI in writing at the address set forth in Section 8 below. SDAPI shall evaluate the Product/Situation within a reasonable period of time and if SDAPI determines that the defect in question is covered by this Limited Warranty, SDAPI shall repair or replace the Product or part

6. Disclaimer: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PROVIDED HEREIN. THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE ORIGINAL PURCHASER.

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7. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, SDAPI IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTIAL OR CONSEQUENTIAL, RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF SDAPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT OR PART. THE MAXIMUM LIABILITY OF TSDC UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS,

IMPLIED OR STATUTORY.

8. Notices: All notices and other communications provided herein shall be sent to the address and/or fax number set forth below:

SLIDING DOORS ASIA PACIFIC, INC.

Unit 20, 2F, 26th Street corner 9th Avenue Bonifacio Global City (BGC) Taguig 1630 Philippines Telephone: 7617.6882 or 0917.720.1032

- 9. Governing Law: This Limited Warranty shall be governed by the laws of the Philippines.
- 10. Transfer: The Limited Warranty is NOT assignable or otherwise transferable.