



# OPELLA, LLC LIMITED WARRANTY

Opella provides the following warranties on its products to the original purchaser, installed in a private residential application. This warranty covers all products sold after January 1, 1997.

## **MECHANICAL WARRANTY:**

1. *Residential Applications.* Opella warrants to the original retail purchaser of Opella products installed in a private residential application that all mechanical parts will be free from manufacturing defects in materials and workmanship for the life of the purchaser when such products are used for the normal and ordinary purposes for which such products are customarily used.

2. *Commercial Applications.* Opella warrants to the original purchaser of Opella products installed in a commercial, industrial, or business environment that all mechanical parts will be free from manufacturing defects in materials and workmanship for (1) one year from the date of purchase when such products are used for the normal and ordinary purposes for which such products are customarily used.

## **FINISH WARRANTY:**

1. *Residential Applications.* Opella warrants to the original retail purchaser of Opella products installed in a private residential application, that all Opella product finishes will be free of manufacturing defects in materials and workmanship for ten (10) years from the date of purchase.

2. *Commercial Applications.* Opella warrants to the original purchaser of Opella products installed in a commercial, industrial, or business environment that the product finish will be free from manufacturing defects in materials and workmanship for one (1) year from the date of purchase.

## **OBTAINING WARRANTY SERVICE:**

Before any parts are returned for repair or replacement, authorization [RMA] must be obtained from Customer Services at:  
**Customer Services at 770-955-5155.**

To obtain warranty repair or replacement, the faulty part or product must be sent [along with proof of purchase (original receipt) and RMA] to: 1150 Cobb International Place, Suite E, Kennesaw, GA 30152

Note: Failure to obtain RMA / proof of purchase will void the warranty and release any and all claims against Opella Inc. Product will be returned to sender at senders expense.

## **EXCLUSIONS:**

None of the warranties set forth herein apply to any products that have been:

1. Repaired by an unqualified installer,
2. Repaired using spare parts not authorized by Opella,
3. Damaged by misuse, abuse, accident, negligence or faulty installation, or maintenance,
4. Improperly installed or used in an application not intended by Opella,
5. Damaged by events beyond anyone's reasonable control, such as fire, flood, lightning, or Acts of God, or
6. Damaged by lime scale, dirt, or abrasive cleaning solvent or cleansers or aggressive cleaning methods.

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO PERSON OR ENTITY HAS THE AUTHORITY TO ALTER THESE WARRANTIES; AND ANY STATEMENT, REPRESENTATION, OR OTHER WARRANTY CONCERNING OPELLA PRODUCTS IS VOID. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **DISCLAIMER OF DAMAGES:**

OPELLA'S SOLE AND EXCLUSIVE OBLIGATION UNDER THESE WARRANTIES SHALL BE TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT WITH THE IDENTICAL PRODUCT OR, AT OPELLA'S SOLE OPTION, A PRODUCT OF SIMILAR COST, DESIGN, AND QUALITY. IN NO CASE SHALL OPELLA'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCT.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL OPELLA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING MATERIAL, LABOR OR ANY OTHER COST ASSOCIATED WITH REPAIR, INSTALLATION, INSPECTION, SHIPPING, ANY OTHER CLAIM, CHARGE OR COST ARISING, DIRECTLY OR INDIRECTLY, FROM ANY CLAIM OF BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. THIS DISCLAIMER OF DAMAGES SHALL, TO THE EXTENT PERMITTED BY LAW, BE BINDING UPON PURCHASER EVEN IF OPELLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**OPELLA**

1150 Cobb International Place, Suite E, Kennesaw, GA 30152

