

# Baldwin Reserve Limited Warranties

## ***Mechanical Limited Warranty***

Except as otherwise provided below, Spectrum Brands, Inc., for its Baldwin® hardware brand products ("Baldwin"), warrants to the original residential purchaser (the "Purchaser") that each Baldwin Reserve product (the "Product(s)" or "Baldwin Product(s)") shall be free of mechanical defects under normal use from the date of purchase for as long as the Purchaser occupies the residential premises upon which the Product was originally installed ("Warranty Period"). This Mechanical Limited Warranty applies only to Products purchased from Baldwin or a Baldwin authorized reseller, unless otherwise prohibited by law. Baldwin Products are legitimately sold only by authorized resellers who are required to follow Baldwin's policies, procedures, and quality control standards. Baldwin reserves the right to reject warranty claims from purchasers for Products purchased from unauthorized sellers, including unauthorized Internet sites.

## ***Finish Limited Warranty***

**Finish Limited Warranty:** The finish on Baldwin Products (excluding Lifetime PVD Finish and living finish Products) is protected by a durable topcoat designed to maintain the beauty and quality of the Baldwin Product. For Baldwin Reserve Products purchased with a Limited Finish Warranty, Baldwin warrants to the Purchaser that the finish of the Product shall be free from defects in material and workmanship from tarnishing, flaking, and discoloring for twenty-five (25) years from the date of purchase as long as the said Purchaser occupies the residential premises upon which the Product was originally installed ("Warranty Period"). This Finish Limited Warranty applies only to Products purchased from Baldwin or a Baldwin authorized reseller, unless otherwise prohibited by law. Baldwin Products are legitimately sold only by authorized resellers who are required to follow Baldwin's policies, procedures, and quality control standards. Baldwin reserves the right to reject warranty claims from purchasers for Products purchased from unauthorized sellers, including unauthorized Internet sites.

If there are any differences between these Baldwin Reserve Limited Warranties and the warranties printed in marketing or other product materials, then the terms of these online Baldwin Reserve Limited Warranties supersede those in other materials.

## ***Exclusions from Warranty***

Baldwin produces all Products in accordance with the Baldwin Standards of Excellence. All Products are manufactured from the finest quality materials; however, these Products are susceptible to indentation and imperfections due to specific processes, malleability of the material, and the elements of human intervention when crafting the Product. Although our internal safeguards protect us against shipping products of unacceptable quality, an imperfection or surface blemish may be considered the highest quality standard obtainable on a particular Product. Baldwin is committed to producing each item according to the most stringent guidelines and quality of human ability and excellence; however, all final decisions of quality remain exclusively in the discretion of Baldwin.

Conditions that are not covered by this warranties include:

1. Any Baldwin Product which has been damaged as a result of installation contrary to any of Baldwin's written installation instructions is not covered by these warranties.
2. Any Baldwin Product which has been modified by any non-Baldwin Reserve component is not covered by these warranties.
3. Any Baldwin Product having a defect caused by neglect, misuse, abuse or unreasonable or extraordinary use or maintenance, including use in a commercial application, is not covered by these warranties.
4. Any Baldwin Product having a defect due to use of paints, solvents, or other chemicals is not covered by these warranties.

5. Any Baldwin Product that is used in combination with knobs, levers, or trim of other than those manufactured by Baldwin and designated for use with the applicable locks or latches is not covered by these warranties.

6. Any Baldwin Product that was purchased from an unauthorized seller is not covered by these warranties.

These warranties are not transferable. Therefore, no transferee is covered by these warranties.

## ***Remedies***

If a claim is made under these warranties and, after investigation by Baldwin, proves to be valid, Baldwin will, at its sole option, either repair or replace the defective Product. Upon such repair or replacement, the original remaining respective Warranty Period will continue in effect and be applicable to the repaired or replacement Baldwin Product. If a Baldwin Product, which is the same as the Baldwin Product or any part covered by these warranties has been discontinued at the time of repair or replacement or if Baldwin determines, in its sole discretion, that such repair or replacement is inappropriate, Baldwin reserves the right to refund the original purchase price of the Product. Except as expressly provided in these warranties to the contrary, BALDWIN SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OF A BALDWIN PRODUCT OR FOR LOSS OF, OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY BALDWIN.

## ***Warranty Claims***

Any Product believed to be defective as covered by these warranties may not be returned for warranty service without prior written authorization from Baldwin. Purchasers who wish to make a warranty claim based upon a Product defect must contact Baldwin within thirty (30) days from date of discovery of the alleged defect(s). Our Customer Service team can be reached by calling (800) 566-1986 or through our website at <https://www.baldwinhardware.com/support/contact-support>.

Please note that you will be required to provide a description of any claimed defect(s) and a dated proof of purchase from Baldwin or the Baldwin authorized reseller from which the Product was purchased to verify warranty eligibility. Baldwin reserves the right to request other information and evidence reasonably required to verify warranty eligibility and, if requested, you must permit inspection of the Product by Baldwin or its representatives. If, after investigation, Baldwin honors the warranty claim, the remedy will be performed by or on behalf of Baldwin in accordance with the above heading, "Remedies".

## ***Limitation of Liabilities***

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL BALDWIN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Effective Date: August 3, 2020