

MUELLER, INC.
Roll Up Door (RUD)
One Year Limited Warranty

Referenced in Order Documents as Warranty Code RUD0107

Warranty Coverage

Mueller, Inc. warrants to the original buyer (Customer) that the mechanical features of its Roll Up Door (RUD) will not fail for a period of one (1) year from the date of purchase. Mueller will provide or pay for material reasonably necessary to replace, repair or repaint the non-conforming RUD part, at Mueller's option. Labor costs are not included under this Warranty.

Mueller warrants no other aspect, quality, characteristic, use or benefit of the building parts, except as stated herein, and only upon the terms and conditions stated herein.

MUELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF ANY, THAT BY LAW MIGHT ACCOMPANY THIS PRODUCT BY VIRTUE OF PERSONAL, FAMILY OR HOUSEHOLD USE THEREOF, IS HEREBY EXPRESSLY LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

OTHER THAN AS STATED HEREIN, THE PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS".

Exceptions to Coverage

This Warranty does not apply to circumstances not under Mueller's control, including but not limited to:

1. Fire or other casualty or physical damage;
2. Unusual harmful fumes or foreign substances in the air;
3. Areas within 1,000 meters of salt water marine atmospheres, or repeated spraying of either salt, fresh or brackish water;
4. Improper shipment, storage, installation, construction or handling;
5. Galvanic reactions caused by direct contact of dissimilar metals.
6. Cosmetic effects such as scratches on door panels caused by normal cycling of a RUD.

Making Claims

In the event of a Warranty claim, Customer must notify Mueller by contacting the Mueller branch from which the product was purchased in writing within 30 days of the discovery of the alleged defect, and provide a copy of this Warranty. Mueller shall investigate the failure, and Customer shall provide access to the building location and such other cooperation and assistance as needed in determining the exact cause of the failure. Mueller, in its sole discretion, will determine the validity of the Warranty claim, and the adequate remedy, including repair, replacement or repainting the affected part. Mueller will provide the remedy within 180 days from the date of notification. If repainting is the appropriate remedy, Mueller will provide for normal painting practices or other suitable alternative. This Warranty will apply to the parts that were repainted, repaired or replaced, but only for the unexpired portion of the Warranty applicable to the original parts. Failure to comply with these procedures by customer shall void this Warranty.

Limitation of Remedies

Mueller has no other liability with respect to RUD and RUD parts except as described herein. This Warranty is only for the original purchaser of the product and is not assignable. This Warranty applies only to products sold by Mueller and used on property located within the continental United States. This Warranty is the full and complete agreement of the parties and shall not be modified, altered, transferred or extended, unless in writing and signed by Mueller.

CUSTOMER HAS NO OTHER REMEDY, AND MUELLER IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COSTS OF CAPITAL, COSTS OF PURCHASE OR REPLACEMENT OF OTHER GOODS, OR CLAIMS FOR BUSINESS OR SERVICE INTERRUPTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Ballinger, Runnels County, Texas, or at such other location as designated by Mueller.

This Warranty must be retained by Customer and presented to Mueller upon making a Warranty claim.

This Warranty gives specific legal rights and Customer may also have other rights which vary from state to state.

Always wear appropriate safety gear to protect yourself from sharp edges and other hazards.

Issued to: _____

address: _____

Mueller, Inc. sales order: # _____ **Date:** _____ This Warranty applies only to those items within this sales order, which reference this Warranty class

RUD0107