The RiteScreen Company, LLC



P: (717) 362-7483 | F: (888) 432-8036 4314 Route 209 Elizabethville, PA 17023-8438 www.ritescreen.com

Limited Warranty

EXCEPT AS EXPRESSLY SET FORTH HEREIN, RITESCREEN MAKES NO WARRANTIES OF ANY KIND AND RITESCREEN EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS LISTED BELOW INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILIT AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY RITESCREEN TO YOU AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

ONE YEAR LIMITED WARRANTY

RiteScreen warrants that the products listed below, if purchased from RiteScreen or an authorized RiteScreen dealer, will be free from defects in workmanship and materials under normal residential use.

Replacement Screen Kits

Replacement Patio Door Screens

Factory assembled window screens

Factory assembled patio door screens

This limited warranty expires until the one-year anniversary of the date on which the product was shipped to you or, if earlier, on the date in which you no longer reside in the first residence in which the product was installed.

The remedies for breach of warranty are (i) replacement of the Product, or (ii) a credit towards purchase of other RiteScreen products. These remedies are the sole and exclusive remedies at law or in equity and are in exhaustion of all other remedies.

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WARRANTY SERVICE

To file a warranty claim, the following information is required:

Name, address and telephone number;

Product model number, color, finish;

Return of the Product, at your expense, to our factory at the address below or, in the sole discretion of RiteScreen, a photograph of the Product;

Complete description of problem;

An explanation of any action by you or others to remedy the problem;

Date of purchase and from whom the Product was purchased;

Proof of purchase (i.e., sales receipt, invoice);

Purchase order, invoice or original purchaser name; and

Any other information that may be reasonably requested by RiteScreen in order to examine your warranty claim.

E-mail to hello@ritescreen.com

Mail to RiteScreen 4314 Route 209 Elizabethville, PA 17023

Contacting the Customer Support Center Monday thru Friday 9:00 am – 5:00 pm EST Technical Support: (717) 362-7483 ext. 2837

WARRANTY LIMITATIONS

This limited warranty does not include recovery of amounts resulting from:

removing the Product from its final mounting place;

reinstalling any replacement Product;

property damage or personal injury;

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normal wear and tear including natural corrosion; or

acts of public authorities, acts of terrorism, national emergency, floods, fires, earthquakes, power outages or shortages, tornadoes, acts of God, or by any other similar cause not within the reasonable control of RiteScreen.

This limited warranty will be voided on:

alteration or other modification of the Product;

Installation or repairs that deviate from the installation manual provided with the Product;

improper handling, and maintenance and cleaning, of the Product; or

improper installation of the Product.

TO THE FULLEST EXTENT PERMITTED BY LAW, RITESCREEN SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OR CLAIMS IN EXCESS OF THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT INVOLVED IN CAUSING SUCH DAMAGES AND CLAIMS. IN NO EVENT SHALL RITESCREEN BE LIABLE TO YOU FOR ANY ADDITIONAL INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING DIRECTLY OR INDIRECTLY TO YOUR PURCHASE OF ITS PRODUCTS, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY). EACH PARTY ACKNOWLEDGES AND AGREES THAT PAYMENT BY THE OTHER PARTY OF DIRECT DAMAGES AS LIMITED BY THIS SECTION 9 SHALL BE SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY IN EXHAUSTION OF ALL OTHER REMEDIES UNDER THIS WARRANTY AT LAW OR IN EQUITY.

DISPUTE RESOLUTION

You agree not to commence any mediation or arbitration proceeding unless you first give a written notice (a "Warranty Notice") to RiteScreen setting forth the nature of your warranty claim. RiteScreen and you will first attempt in good faith to resolve your claim by mediation via electronic means such as audio or video conference, using the services of a reputable provider of alternative dispute resolution services.

If your warranty claim has not been resolved by mediation as provided above within ninety (90) days after the delivery of the Warranty Notice, then your warranty claim shall be determined by arbitration in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator.



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The arbitrator shall base his or her award on the terms of this Warranty. The arbitrator shall render his or her award in writing and include a brief, informal explanation of the factual and legal basis for the award. The arbitrator is not empowered to award damages in excess of (i) replacement of the Product, or (ii) a credit towards purchase of other RiteScreen products. The party who prevails in the arbitration shall also be entitled to be awarded its costs and attorneys' fees incurred in the arbitration and in any action to enforce the award.