



Joe Wilde Company, LLC
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Joe Wilde Company Warranty

Joe Wilde Company, LLC (“JWC”) warrants that JWC labor shall be free from defects in workmanship for the warranty period of: (a) thirty (30) days for trouble-shooting, repair, part or component replacement, or other general service work (“Service Work”); (b) eighteen (18) months for installation of new residential garage doors; and (c) twelve (12) months for installation of all other new equipment. (Items (b) and (c) together are “Installation Work”). The warranty period begins on the date the labor was performed for Service Work or the date that installation was completed by JWC for Installation Work.

JWC does not independently warrant the materials or equipment we install for either Service Work or Installation Work. Instead, JWC passes the original equipment manufacturer (“OEM”) warranty for all materials and equipment installed, to the extent permitted. JWC will facilitate warranty claims to the OEM, but ultimately it is up to the OEM to honor their warranty.

JWC’s sole obligation under this warranty is to repair or replace, at JWC’s sole discretion, any work which is defective. No such repair or replacement will extend the applicable warranty period. No claims under this warranty shall be valid unless JWC is notified in writing of the defect within a reasonable time following its discovery, but in no event later than the expiration of the applicable warranty period. When a warranty claim arises, customer must contact JWC to arrange for repair. Warranty work will be performed only during regular business hours. Warranty work requested to be performed after regular business hours will be charged to the owner at the then-current emergency service labor rates.

This warranty does not cover ordinary wear and tear, vandalism, abuse, misuse, overloading, altered equipment, equipment or parts which have not been properly operated or maintained or which have been improperly serviced or adjusted by others, or damages caused by failure to follow the maintenance or operation procedures outlined in the applicable owner’s manual or in technical information issued by the original equipment manufacturer.

The remedy of repair or replacement provided for herein is the sole and exclusive remedy for breach of the above limited warranty. If such remedy fails its essential purpose, JWC’s liability shall be limited to a refund of the purchase price paid by the customer for the subject labor.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

JWC WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LABOR COSTS, MATERIAL COSTS, OR PENALTIES ARISING FROM THE SALE, USE OR INSTALLATION OF THE GOODS, FROM ANY BREACH OF CONTRACT OR WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT TERMS OF ANY NATURE, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY JWC CONCERNING THE SALE, USE OR INSTALLATION OF THE GOODS. IN ADDITION, IN NO EVENT SHALL JWC BE LIABLE IN CONNECTION WITH AN AMOUNT THAT EXCEEDS THE PAYMENTS JWC HAS RECEIVED FOR THE GOODS SOLD AND SERVICES PERFORMED FOR THE SUBJECT EQUIPMENT. JWC SHALL NOT BE SUBJECT TO BACK-CHARGES, OFF-SETS, OR CREDITS WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN OFFICER OF JWC.