

LIFETIME LIMITED WARRANTIES FOR DOOR HARDWARE

Lifetime Limited Warranties

Mechanical Limited Warranty: Except as otherwise provided below, Spectrum Brands, Inc., for its Tell branded door hardware products ("Tell"), warrants to the original purchaser that their Tell product (the "Product"), (excluding electronic access control products, sensors, control boxes, and power units) will be free of all defects in material and workmanship that would impair the intended and proper use of the Product for the lifetime of the Product, and the "lifetime" of the Product shall be from the date of invoice (or receipt) for as long as the original purchaser owns the premises in which the Product was originally installed.

Electrical Component Limited Warranty: Except as otherwise provided below, Tell warrants to the original purchaser that the electrical components of their Product will be free of all defects in material and workmanship for the lifetime of the Product, and the "lifetime" of the Product shall be limited to a period of one (1) year from the date of invoice (or receipt), as long as the original purchaser owns the premises in which the Product was originally installed.

Finish Limited Warranty: Except as otherwise provided below, Tell warrants to the original purchaser against deterioration of the Product's finish for the lifetime of the Product, and the "lifetime" of the Product shall be limited to a period of ten (10) years from the date of invoice (or receipt), as long as the original purchaser owns the premises in which the Product was originally installed.

Authorized Sellers: These warranties apply only to Products purchased from Tell or a Tell authorized seller, unless otherwise prohibited by law. Tell Products are legitimately sold only by authorized sellers who are required to follow Tell's policies, procedures, and quality control standards. Tell reserves the right to reject warranty claims from purchasers for Products purchased from unauthorized sellers, including unauthorized Internet sites. If you have any questions about whether a seller is authorized, please contact us at 1-800-433-4047 or email us at tell.sales@spectrumbrands.com

Exclusions from Warranties

The Products are susceptible to indentation and imperfections due to specific processes, malleability of the material, and the elements of human intervention during manufacture. 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. All final decisions of quality remain exclusively in the discretion of Tell.

Conditions that are not covered by these warranties include:

1. Any Tell Product installed prior to February 16, 2022 is not covered by these warranties. Tell Products purchased prior to February 16, 2022 may be eligible for warranties in accordance with the terms and conditions of the applicable warranty program.
2. Any Tell Product which has been damaged as a result of installation contrary to any of Tell's written installation instructions.
3. Any Tell Product which has been modified by any non-Tell component.
4. Any Tell Product having a defect caused by normal wear and tear, storage, alteration neglect, misuse, abuse, negligence, lighting, water damage, condensation, fire, or unreasonable or extraordinary use, or improper maintenance or repair, or accidents or riots, war, or acts of God,
5. Any Tell Product having a defect due to use of corrosive fumes or chemicals, paints, solvents, or other chemicals.
6. Any Tell Product that is used in combination with any other component other than those sold by Tell and designated for use with the applicable Product.
7. Any indirect cost of (i.e., shipping, field labor) which may be required to repair or replace defective part(s).
8. Any minor scratches, rubs, or slight variations in color of the Product as these are not considered defects.
9. Any Tell Product that was purchased from an unauthorized seller.

These warranties are not transferable. Except as otherwise stated herein, if there are any differences between these warranties and warranties printed in marketing or other Product materials, these warranties shall control.

Warranty Claims

Any Product believed to be defective as covered by these warranties may not be returned for warranty service without prior authorization from Tell. Purchasers who wish to make a warranty claim based upon a Product defect must contact Tell within fifteen (15) days from the date of discovery of the alleged defect(s). In order to notify Tell and receive assistance or service under these warranties, you may: (1) speak with a Tell Manufacturing customer service representative by calling 1-800-433-4047, or (2) write to Tell attention: Claims Department, 18 Richard Drive, Litzitz, PA 17543, and include a photograph(s) and description of the claimed defect, model number, your name, address, phone number, the date of purchase, and a dated proof of purchase, or (3) email Tell's customer service department by going to www.tellmfg.com or (4) notify the location or distributor from which the Product was purchased.

Please note that, for all warranty claims, you will be required to provide a description of any claimed defect(s) and a dated proof of purchase from Tell or the Tell authorized seller to verify warranty eligibility. Tell 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 Tell or its representatives. If, after investigation, Tell honors the warranty claim, the remedy will be performed by or on behalf of Tell in accordance with the below heading, "Remedies." Please note that Products may not be returned to Tell without prior authorization from Tell. If authorized by Tell, you will need to mail your Product to Tell Manufacturing, 18 Richard Drive, Litzitz, PA 17543.

Remedies

For certain claimed defect(s) covered by these warranties, as determined by Tell, Tell will provide you with troubleshooting steps. For other claimed defect(s) covered by these warranties, as determined by Tell, Tell will replace the defective Product or part. If a Tell Product, which is the same as the Tell Product or any part covered by these warranties, has been discontinued at the time of replacement or if Tell determines, in its sole discretion, that such replacement is inappropriate, Tell reserves the right to substitute an alternative product. Tell also reserves the right to accept or reject an alternative product proposed as a replacement, when the value is higher than that of the Product originally purchased by the purchaser. Except as expressly provided in these warranties to the contrary, TELL SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR CHARGES OR OTHER CHARGES RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OF A TELL PRODUCT, OR FOR LOSS OF, OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY TELL.

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 TELL 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.