

# National Hardware™ Lifespan® Limited Lifetime Warranty

## **Lifespan® Limited Lifetime Warranty**

Except as otherwise provided below, Spectrum Brands, Inc., for its National Hardware™ brand products sold with the Lifespan® Limited Lifetime Warranty after July 16, 2021 (“National Hardware”), warrants to the original residential purchaser (the “Purchaser”) that each National Hardware Product (the “Product(s)” or “National Hardware Product(s)”) shall be free of defects in workmanship and materials under normal use for either (a) ten (10) years from the date of purchase for interior use or (b) five (5) years from the date of purchase for exterior use; as long as the Purchaser occupies the residential premises upon which the Product was originally installed (“Warranty Period”). This Lifespan® Limited Lifetime Warranty applies only to Products purchased from National Hardware or a National Hardware authorized reseller, unless otherwise prohibited by law. National Hardware Products are legitimately sold only by authorized resellers who are required to follow National Hardware’s policies, procedures, and quality control standards. National Hardware 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 this National Hardware Lifespan® Limited Lifetime Warranty and the warranty printed in marketing or other product materials, then the terms of this online National Hardware Lifespan® Limited Lifetime Warranty supersede those in other materials.

## **Exclusions from Warranty**

National Hardware produces all Products in accordance with the National Hardware 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 Product.

National Hardware 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 National Hardware.

### **Conditions that are not covered by this warranty include:**

1. Any National Hardware Product which has been damaged because of installation contrary to any of National Hardware’s written installation instructions is not covered by this warranty.
2. Any National Hardware Product which has been modified by any non-National Hardware component or used on door sizes and frequency of operation not recommended by National Hardware are not covered by this warranty.
3. Any National Hardware Product having a defect caused by neglect, misuse, abuse, vandalism, improper shipping, and handling or unreasonable or extraordinary use or maintenance, including use in a commercial application, are not covered by this warranty.
4. Any National Hardware Product having a defect due to use of paints, solvents, or other chemicals is not covered by this warranty.
5. Any National Hardware Product that is used in combination with unauthorized products or parts is not covered by this warranty.
6. Any National Hardware Product that was purchased from an unauthorized seller is not covered by this warranty.

This warranty applies only to the functionality of the Products and does not apply to the Products’ finish. This warranty is not transferable. Therefore, no transferee is covered by this warranty.

## **Remedies**

If a claim is made under this warranty and, after investigation by National Hardware, proves to be valid, National Hardware 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 National Hardware Product. If a National Hardware Product, which is the same as the National Hardware Product or any part covered by this warranty has been discontinued at the time of repair or replacement or if National Hardware determines, in its sole discretion, that such repair or replacement is inappropriate, National Hardware reserves the right to refund the original purchase price of the Product. Except as expressly provided in this warranty to the contrary, NATIONAL HARDWARE SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OF A NATIONAL HARDWARE PRODUCT OR FOR LOSS OF, OR DAMAGE TO ANY MATERIAL WHICH IS NOT SOLD BY NATIONAL HARDWARE.

## **Warranty Claims**

Any Product believed to be defective as covered by this warranty may not be returned for warranty service without prior authorization from National Hardware. Purchasers who wish to make a warranty claim based upon a Product defect must contact National Hardware within thirty (30) days from the date of discovery of the alleged defect(s). Our Customer Service team can be reached by calling (800) 346-9445 or through our website at <https://NationalHardware.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 National Hardware or the National Hardware authorized reseller from which the Product was purchased to verify warranty eligibility. National Hardware 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 National Hardware or its representatives. If, after investigation, National Hardware honors the warranty claim, the remedy will be performed by or on behalf of National Hardware 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 NATIONAL HARDWARE 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: July 16, 2021

National Hardware Products produced prior to July 16, 2021 may be eligible for a warranty in accordance with the terms and conditions of the applicable warranty program.