

# Baldwin Estate Limited Warranty

## **Mechanical Warranty**

Except as otherwise provided below, Baldwin Hardware warrants to the original residential purchaser (the "Purchaser") that each Baldwin Estate product shall be free of mechanical defect for as long as the Purchaser occupies the residential premises upon which the product was originally installed.

## **Finish Warranty**

**Limited Lifetime PVD Finish™ Warranty:** The Baldwin Lifetime finishes use advanced finishing technology (Physical Vapor Deposition) to create a finish highly resistant to the effects of weather and normal wear and tear. For Baldwin products purchased with Lifetime or PVD finishes, Baldwin warrants the finish shall be free from defects in material and workmanship from tarnishing, flaking, pitting, and discoloring for the lifetime of the applicable product as long as the original Purchaser occupies the residential premises upon which the product was originally installed.

**Limited Finish Warranty:** The finish on Baldwin products (excluding Lifetime PVD Finish and living finish products) is protected by a durable topcoat designed to maintain the beauty and quality of the Baldwin product. For Baldwin products purchased with a Limited Finish Warranty, Baldwin warrants the finish shall be free from defects in material and workmanship from tarnishing, flaking, and discoloring for either a) five (5) years from date of purchase for interior use or b) one (1) year from the date of purchase for exterior use; as long as the original Purchaser occupies the residential premises upon which the product was originally installed.

**Living Finishes:** Atmospheric conditions can cause staining and alkaline etching that varies by geography. In addition, frequency of use will cause the finish to gracefully age in appearance. These finish changes are not considered manufacturing defects and are not covered by this warranty. Rather, they are indicative of normal wear and tear and reflect the essence of a living finish. Due to the nature of Baldwin living finish products, they will wear over time and may already have begun the process before reaching your home. No finish warranty is offered on Baldwin living finish products, which are designed to age and improve over time. Living finishes include raw brass, oil rubbed bronze, stainless steel, and other non-lacquered or non-PVD finishes.

## **Exclusions from Warranty**

1. Baldwin Hardware Corporation has produced product in accordance to the Baldwin 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 particular product. Baldwin is committed to producing each item to the most stringent guidelines and quality of human ability and excellence; however, all final decisions of Quality remain exclusively in the discretion of Baldwin.
2. Any Baldwin product which has been damaged as a result of installation contrary to any of Baldwin's written installation instructions is not covered by this warranty.
3. Any Baldwin product which has been modified by any non-Baldwin Estate component is not covered by this Warranty.
4. Any Baldwin product having a defect caused by neglect, misuse, abuse or unreasonable or extraordinary use or maintenance is not covered by this Warranty, including use in a commercial application.
5. Any Baldwin product having a defect due to use of paints, solvents, or other chemicals is not covered by this Warranty.

6. Any Baldwin product that is used in combination with knobs, levers or trim of other than those manufactured by Baldwin and designated for use with the applicable locks or latches is not covered by this Warranty.

7. 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 Baldwin, proves to be valid, Baldwin will, at its sole option, either repair or replace the defective product. Upon such repair or replacement, the original remaining Warranty period will continue in effect and be applicable to the repaired or replacement Baldwin product. If a Baldwin product, which is the same as the Baldwin product or any part covered by this Warranty has been discontinued at the time of repair or replacement or if Baldwin determines, in its sole discretion, that such repair or replacement is inappropriate, Baldwin reserves the right to refund the original purchase price of the product. Except as expressly provided in the Warranty to the contrary, BALDWIN SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OF A BALDWIN PRODUCT OR FOR LOSS OF, OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY BALDWIN.

## **Warranty Claims**

Any product believed to be defective as covered by this warranty may not be returned without prior written authorization from Baldwin or Baldwin's authorized Dealer or Retailer. All claims must be made within thirty (30) days from the discovery of the alleged defect(s). Each claim must be in writing, briefly describe the defect, be accompanied by a proof of purchase and be received during the period of the warranty as defined herein. The claimant must provide to his or her Baldwin dealer or retailer other information and evidence reasonably required by Baldwin and, if requested, must permit inspection of the product by Baldwin or its representatives. If, after investigation, Baldwin determines that the claim is valid, the remedy will be performed by or on behalf of Baldwin in accordance with the above heading, "Remedies".

## **Limitation of Liabilities**

Except as expressly provided in this warranty, (a) BALDWIN MAKES NO WARRANTIES, AND DISCLAIMS ALL, WARRANTIES, REPRESENTATIONS AND GUARANTEES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (b) BALDWIN SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OR FOR LOSS OF, OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY BALDWIN. BALDWIN SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY PURCHASER. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE SOME OR ALL OF THE LAST SENTENCE UNDER THE ABOVE HEADING, "REMEDIES" AND THE IMMEDIATELY PRECEDING TWO SENTENCES MAY NOT APPLY.