CalHome® Sliding Door Hardware Lifetime Limited Warranty

Conditions and Terms:

TMS (the "Company") extents a lifetime limited warranty to the original purchaser of our TMS branded sliding door hardware products ("products") against defects in material and workmanship from the date of purchase.

What the Company will do: Upon return of the defective Product to the Company, the Company's sole obligation, at its option, is to either repair or replace the Products

Original Purchaser: This warranty only applies to the Original Purchaser of the Products.

This warranty is not transferable.

What is not covered: The following costs, expenses and damages are not covered by the provisions of the limited warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Products; (ii) shipping and freight expenses required to return Products to the Company and to ship new/fixed Products (parts) to original Purchaser; (iii) failures, defects, or damage (including, but not limited to, any security failure) caused by any third party product, service, or system connected or used in conjunction with the Products; and (iv) any other incidental, consequential, indirect, special and /or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages.

The provisions of this limited warranty do not apply to Products: (i) used for purposes for which they are not designed or intended; (ii) which have been subjected to alteration, misuse, abuse, negligence, or accident; (iii) which have been improperly stored, installed, maintained, repaired or operated; (iv) which have been used in violation of written instructions provided by the Company; (v) which have been subjected to improper temperature, humidity, or other environmental conditions (i.e., corrosion); or (vi) which, based on the Company's examination, do not disclose to the Company's satisfaction non-conformance to the warranties.

Additional Terms: The Company does not authorize any person to create for it any obligation or liability in connection with the Product. The company's maximum liability under this warranty is limited to the purchase price of the Products.