



DOOR SYSTEMS

GARAGE DOOR GROUP

Terms of Service

While the information herein cannot encompass every situation, these are the guidelines by which the **Door Systems, Inc.** Team provides goods and services to our customers:

Door Systems, Inc., with headquarters in Framingham, MA, warrants that every new door, new operator, new accessory, or part will be free from defects in workmanship and material. Should any defect in workmanship or material appear within the terms shown below, (from the date of installation, provided full payment has been received), Door Systems, Inc. shall, upon written notification, correct such non-conformity at its option, by repairing or replacing any defective part or parts. This warranty work will only be done during normal weekday hours, M-F 8am-5pm, non-holiday hours. If the warranty work is requested to be performed outside these hours, additional charges will apply, and the customer is responsible for this additional payment.

Door Systems, Inc., is fully insured with both General Liability Insurance and Worker's Compensation Insurance, as well as IDEA-Accredited and Bonded.

Any quote may be withdrawn by Door Systems at any time for any reason.

Should it become necessary to place your account for collection, the customer who authorized the quote shall be responsible for all costs of collection, including but not limited to, reasonable attorney fees involved in the collection of any outstanding amounts.

Labor Warranty

ONE YEAR: One Year Labor warranty for all new door products, new operators, and new accessories when purchased and installed through Door Systems.

NINETY (90) DAYS: 90-Day Labor Warranty for all customer-supplied products. 90-Day Labor Warranty for Service calls and parts installed at time of service.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE*

This warranty does not extend to any damage or deterioration caused by unreasonable use, abuse, applied paint failure, lack of reasonable and necessary maintenance, normal deterioration, environmental factors, fire, acts of God or war, abnormal wear and tear or any other defect resulting from causes beyond the Manufacturer's or **Door Systems'** control.

NO WARRANTIES EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) SHALL EXTEND BEYOND THE APPLICABLE TIME PERIOD STATED IN BOLD FACE TYPE ABOVE

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS OR HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Service Work

Service repairs and replacement parts are guaranteed for ninety (90) days.

If within the warranty period the SAME problem arises due to normal use, we will attempt to correct the problem with no additional labor charges to the customer.

The customer shall be responsible for the payment of any additional parts that may be needed to correct the problem. If the issue cannot be corrected after a maximum of three (3) attempts, the monies spent on the repair(s) will be credited toward the purchase of a new installed product. No refunds are given for service work.

Garage Door Opener Service/Existing Garage Door Openers

A garage door and a garage door opener are two separate mechanisms that work in tandem to allow for the convenience of pressing a button on a remote control to open and close the garage door. The garage door must be well balanced and in good working order prior to connecting a garage door opener system. Door Systems does not warranty any pre-existing garage door opener that is reconnected to a new garage door. Operating a garage door opener on an unbalanced or broken door can lead to premature failure of the garage door opener.

Residential Garage door openers installed prior to 1993 that are not equipped with photo eye safety sensors must be replaced because they do not meet UL-325 safety requirements.

Customer should be present at time of service. Payment is due at time of service.

Product Selection

By accepting our quote, whether by signature, email, or verbally, the customer confirms that he/she has seen a sample of the product and color and texture of the product. NO REFUNDS OR CREDITS WILL BE GIVEN FOR "WRONG COLOR" CHOICES.

Special order Garage Doors

Customer agrees to accept installation/delivery of special ordered products within fifteen (15) days of receiving the special-order product to a Door Systems, Inc. warehouse.

If the customer does not accept the product within the specified time period, storage fees will be added to the final bill, which are equal to 10% of the total contract cost, per month, until such time the product is accepted.

Garage Door Installations

Garage door installations will be performed in the most efficient manner possible and according to industry standard practices as governed by the International Door Association (IDA.)

It is the customer's responsibility to make sure that the driveway is clear of vehicles, snow and ice to allow our installation truck to back up to the garage to offload materials and have easy access to tools and materials needed to complete the installation.

It is the responsibility of the customer to make sure that the interior of the garage is clear of vehicles and/or materials that will hinder the installation. The installer requires a working space equal to the space underneath the door when it is in the open position.

When a customer pays for disposal of the existing door and/or operator, it is Door Systems' responsibility to discard any materials that were remaining as a result of the installation.

No carpentry work, electrical wiring, lumber or painting is included unless specifically indicated in the contract at the time of sale.

We are not responsible for any damage that may be incurred to any electrical wiring, plumbing, or other such items that have been previously installed under sheetrock or plaster that is not visible to our technicians.

Customer must be present at time of installation. Payment is due upon substantial completion of installation.

Substantial Completion means that the equipment is functional and operational.

Garage Door Opener Installation

It is the responsibility of the customer to provide a grounded outlet in the correct location for the garage opener installation.

Neither the manufacturer nor labor warranty will apply for any units that are plugged into an extension cord or plug adapter.

Manufacturer warranty does not cover electrical disturbances such as power surges and/or lightning strikes. Photocell misalignment is not covered under our labor warranty.

Garage door openers that do not meet current UL-325 standards will not be reconnected to the new door. (Pre-1993.)

90-Day Labor warranty for customer-supplied garage door openers. No product warranty.

Customer must be present at time of installation. Payment is due upon substantial completion of installation.

Substantial Completion means that the equipment is functional and operational.

Deliveries

Customer must be present at time of delivery to accept material and to note any damaged or missing materials. Payment is due in full at time of delivery.

Payment Terms

Credit card information that is provided at time of scheduling or ordering will be kept on file through our secure third-party credit card processing center.

Payment is due in full at time of installation or service. We accept the following forms of payment: Cash, Visa, Mastercard, Discover, Personal Check with driver's license number. We also offer long-term financing through Wells-Fargo Home Projects, if approved prior to placing your order.

Customers give both express and implied authorization to charge credit card on file to fulfill any balance amount that is owed once the work has been substantially completed.

Substantially completed means that the equipment is functional and operational.

In the event that a check payment is returned due to insufficient funds or other reason, a returned check fee in the amount of \$35 will be added to the final invoice.

Time Restrictions

We make every effort to schedule appointments that fit our customers' needs. We do not, however, guarantee a specific time of arrival due to a number of variables which include but are not limited to traffic, weather, accidents, or any other unforeseen circumstance which may arrive. Appointment times are provided with a two-hour window of time and are subject to change without notice.

Wasted Trip

Wasted trips due to customer's failure to be adequately prepared for the scheduled appointment will result in a \$150 dead trip fee, which will be added to the final invoice and due at the time of the service or installation.

Emergency Service Available

If a customer requires an Emergency service call, outside of our normal schedule offering, a technician will arrive within 24 HOURS of our office receiving and scheduling the call. Due to a large volume of calls for emergency repairs, we cannot guarantee a specific time of arrival. Customer must be present at time of service and payment is due at time of service.

Product Warranty

Please refer to the manufacturer warranty for the specific garage door or garage door opener model that you have purchased. Most manufacturers offer a LIMITED LIFETIME product warranty. Door Systems provides a ONE-YEAR labor warranty on the installation of any garage door and/or garage door opener purchased and installed through Door Systems, unless specifically stated otherwise at the time of sale. Warranty period begins on the date of installation. We do not warranty any pre-existing garage door openers that are reconnected to new doors. 90-Day Labor Warranty for customer-supplied products with no product warranty.

Product and labor warranty is void if full payment has not been received.

Existing Conditions

Any conditions that exist prior to the installation of the new door/operator will remain after the new installation, such as but not limited to the following:

If the floor is broken, out of level or sloped, the new door will not seal tightly to the floor and cannot prevent water from getting inside the garage.

If there is a drainage issue, a new door will not stop water from coming under the bottom of the new garage door.

During windy rain/snowstorms, water may come through underneath the door even if the floor is level.

If the garage door opening and/or floor are out of level, out of square, or out of plumb, the garage door may appear crooked in the opening. The door must be installed level, and cannot be set to the existing opening/floor.

Arched or 45 angle corners on the garage door opening can damage the bottom rubber, perimeter weather strip and can also rub the paint off the face of the garage door.

Door Systems does not provide a warranty for any pre-existing garage door openers. *See Garage Door Opener Service/Existing Garage Door openers.

Cancellation Policy

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date the order was placed. Cancellation must be in writing, signed and dated.

Any deposit funds paid toward a special factory order are non-refundable. In the event of a special-order cancellation, Door Systems, Inc. will retain possession of the cancelled product and the deposit, unless the customer agrees to pay for and take possession of the materials within sixty (60) days.

Deposits given for stock materials may be refunded upon the discretion of Door Systems, Inc.

Any refunds approved will be provided by the original manner of payment (check, credit card, wire transfer), less a transaction fee equal to 5% of the total refunded amount.

If the order was placed through the Wells Fargo Home Projects program, your Home Projects account will be charged a cancellation fee which equals 25% of the dollar amount of the order, and Door Systems will retain possession of the cancelled product.

Lead Times

Manufacturer lead times are approximate, cannot be guaranteed, and are subject to change based on availability from the manufacturer and current supply chain interruptions. No refunds or discounts will be given for products that have been delayed.

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