



LIMITED WARRANTY - ACCESSORIES

GMI Holdings, Inc. d/b/a The Genie Company (“Seller”) warrants to the original purchaser of the accessory (“Product”), subject to all of the terms and conditions hereof, that the Product and all components thereof will be free from defects in materials and workmanship for the following period(s) of time, measured from the date of purchase:

ACCESSORIES - ONE (1) YEAR

Seller’s obligation under this warranty is specifically limited to repairing or replacing, at its option, the Product or any part thereof which is determined by Seller to be defective during the applicable warranty period. Any labor charges are excluded and will be the responsibility of the purchaser.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty is made to the original purchaser of the Product only, and is not transferable or assignable. This warranty applies only to Product installed in a residential or other noncommercial application. It does not cover any Product installed in commercial or industrial building applications. This warranty does not apply to any unauthorized or improper installation, alteration or repair of the Product, or to any Product or component which has been damaged or deteriorated due to misuse, neglect, accident, failure to provide necessary maintenance, failure to follow owner’s manual instructions, normal wear and tear, or acts of God or any other cause beyond the reasonable control of Seller, and does not cover batteries, use of extension cord, missing or damaged parts from clearance or open box sales, or repairs or maintenance to door components.

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE APPLICABLE WARRANTY PERIOD REFLECTED ABOVE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

IN NO EVENT SHALL GMI HOLDINGS, INC. OR ITS PARENT OR AFFILIATES BE RESPONSIBLE FOR, OR LIABLE TO ANYONE FOR, SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, even if Seller has been advised of the possibility of such damages. Such excluded damages include, but are not limited to, loss of use, cost of any substitute product, or other similar indirect financial loss. 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. Claims under this warranty must be made promptly after discovery and within the applicable warranty period. To obtain warranty service, you must contact Genie® customer service toll free at 1-800-354-3643 to speak with a trained representative and attempt reasonable troubleshooting measures, as well as provide proof of the date and location of purchase, identification as the original purchaser and a description of the claimed defect. Purchaser must allow Seller a reasonable opportunity to inspect the Product claimed to be defective prior to removal or alteration of its condition. Upon determination by Seller that the Product or any part thereof is defective during the applicable warranty period (which may require purchaser to return the Product to Seller at purchaser’s expense), Seller will supply the purchaser with replacement parts or, at its option, a replacement Product (shipping and handling of any replacement Product or parts also at purchaser’s expense). Seller may use new or reconditioned parts, or a new or reconditioned Product of the same or similar design.

There are no established informal dispute resolution procedures of the type described in the Magnuson-Moss Warranty Act.