

SUPPLY AGREEMENT NO. 1122

Solar Restrooms for Beach Operations

THIS **Solar Restroom Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and A.M.S. Global, Inc. ("Supplier"), effective for all purposes upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Solar Restrooms in response to Request for Bid No. **N/A** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Supplier agree as follows:

- 1. Scope.** Supplier will provide Solar Restrooms in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for six months. This Agreement includes an option to extend the term for up to zero additional zero-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Supplier and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$302,668.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and

authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Russell Armstrong
Department: Parks and Recreation - Beach Operations
Phone: 361-826-4168
Email: russella@CCTEXAS.COM

5. **Insurance.** Before performance can begin under this Agreement, the Supplier must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
7. **Inspection and Acceptance.** Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.
8. **Warranty.** The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Supplier warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment

D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
12. **Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Russell Armstrong
Superintendent, Parks and Recreation Department - Beach Operations
Address: 8185 Hwy 361, Corpus Christi, Texas 78418
Fax: 361.826.4464

IF TO SUPPLIER:

A.M.S. Global, Inc.
Attn: Meg Taaffe
Secretary
Address: 75 CR 3303, Dekalb, Texas 75559
Fax: 903.667.2515

17. ***SUPPLIER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE***

CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Supplier, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid,

but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

21. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Supplier's bid response (Exhibit 2)
22. **Certificate of Interested Parties.** Supplier agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

SUPPLIER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

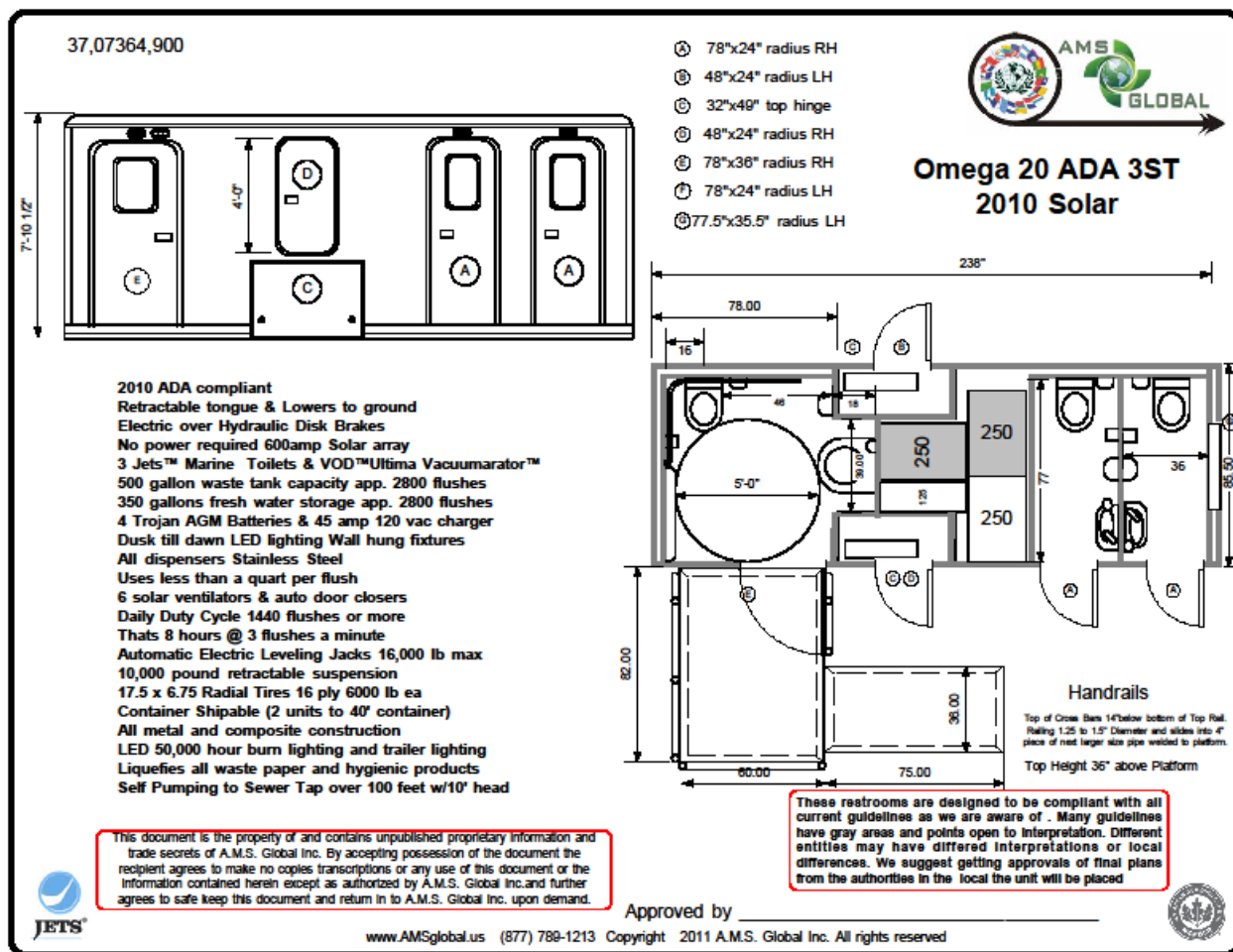
Exhibit 1: RFB No. n/a

Exhibit 2: Supplier's Bid Response

Attachment A – Scope of Work

Background: The Parks and Recreation Department – Beach Operations has determined that there is a need at the city's beaches for some portable restrooms on trailers and has selected to use a solar version of these restrooms for efficiency.

Scope: The supplier shall provide four sets of new Omega 20 ADA 3ST Solar Restroom Trailers. These restrooms shall be ADA compliant. All fixtures and accessories including all wall mounted sinks, mirrors, toilets, grab bars, tissue, paper towel, soap and trash receptacles shall be stainless steel. Restrooms shall be as described on the cut sheet below.



Delivery: Delivery of the Restroom trailers will be to the Parks and Recreation Department – Beach Operations located at 8185 Hwy 361, Corpus Christi, Texas 78418.

Attachment B – Schedule of Pricing



A.M.S. GLOBAL, INC.
75 CR 3303
DEKALB, TEXAS 75551

Quote

Date	Quote #
3/6/2017	00013359

Name / Address
City of Corpus Christi Corpus Christi Texas

		Rep	Project
		MT	
Item	Description	Qty	Total
OM 20 ADA 3STS 20...	OM 20ADA3ST Solar Restroom Trailer Exterior .040 aluminum exterior color of choice 2010 ADA compliant Retractable tongue & lowers to the ground Electric over Hydraulic disk brakes No power required 600 AMP solar array Uses less than a quart per flush Self pumping to sewer tap over 100 feet w/10' head 3 Jets Marine Toilets & VOD ULTIMA Vacuumator 500 G waste tank capacity approximately 2800 flushes 350 G fresh water storage approximately 2800 flushes (6) Trojan AGM Batteries & 45 AMP / 120 Vac charge Dusk till dawn LED lighting wall hung fixtures (5) solar ventilators Auto door closer Daily duty cycle 1440 flushes or more Automatic electric leveling jacks 16,000 lb max 10,000 lb retractable suspension 17. 5 x 6.75 radial tires 16 ply 6000 lb ea All metal and composite construction LED 50,000 hr burn lighting and trailer lighting	4	279,468.00
MDADA	ADA Module: Jets Marine stainless steel wall hung toilet, ADA stainless steel wall hung sink, stainless steel grab rails, stainless steel tissue, paper towel, soap, trash receptacle and mirror	1	0.00
MD2	Unisex : Jets Marine stainless steel wall hung toilet, stainless steel wall hung sink with metered faucet, stainless steel paper towel, tissue, soap dispenser, trash receptacle, and mirror	2	0.00
ZJETSTO610SS CVS	Jets Stainless Steel Toilet wall mounted	12	14,400.00
OOOO	Galvanized deck	4	3,600.00
OOOO	Stainless steel wall mounted ADA sink	4	2,800.00
OOOO	Stainless steel wall hung sink standard room	8	1,200.00
OOOO	Stainless steel mirrors ea restroom cube	12	1,200.00
QBR AR Freight	Freight to Corpus Christi (4) units non charge		0.00
Quote valid for 30 days		Total	\$302,668.00

Attachment C – Insurance Requirements

No insurance is required for this agreement.

Attachment D – Warranty

A.M.S. Global, INC.'S LIMITED WARRANTY PROGRAM

TERMS OF A.M.S. Global, INC.'S LIMITED WARRANTY

DURATION OF WARRANTY

A.M.S. Global, Inc. ("AMS Global" or "the Manufacturer") hereby warrants to the Original Purchaser that the Manufacturer shall repair any defects with the Trailer relating to materials or workmanship attributable to the Manufacturer, subject to the limitations and exclusions set forth below.



Regardless of which model/brand trailer you purchase, **the following items are only warranted for a one (1) year period of time:** Jacks, jack rams, electrical wiring, windows, sealants, doors, seals, locks, paint, plumbing, exterior metal, fasteners, and couplers. Finally, The DOT Wet Cell Battery is warranted **for a six (6) month period of time.** All warranty periods are measured from the date of purchase by the original purchaser.

PERSONS ENTITLED TO ASSERT A WARRANTY CLAIM

THIS WARRANTY MAY BE ENFORCED ONLY BY THE ORIGINAL PURCHASER OF THE TRAILER. THIS WARRANTY IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS AND IS NOT APPLICABLE TO THE RENTAL OF ANY TRAILER OR ANY OTHER AMS GLOBAL PRODUCTS.

LIMITATIONS AND EXCLUSIONS

ITEMS EXCLUDED FROM WARRANTY

None of the following components are covered by this Warranty: Tires, wheels, axles, axle assemblies, suspension components, ranges, refrigerators, air conditioners, and all other appliances. In addition, all components which are warranted separately by the respective manufacturers of these components, are not covered by this Warranty. AMS Global does not guarantee these warranties by other manufacturers, but any such

claim made to AMS Global will be passed through to the manufacturer of the component at issue.

CLAIMS EXCLUDED FROM THIS WARRANTY

AMS Global is not responsible for claims relating to any of the following: (1) any type of defacing, including scratches, dents, chips, tears, or defacing on any surface not caused by the Manufacturer; (2) routine maintenance; (3) damage from unauthorized repairs, abuse, misuse, neglect, or overloading (as determined by the Gross Vehicle Weight Ratio ("GVWR")); (4) metal corrosion from fertilizers, cement, caustic chemicals, etc.; (5) damage caused from improper hitch ball or tow vehicle hook up; (6) damage to any contents of the Trailer, regardless of cause; (7) damage caused by loose or improperly torqued lug nuts; (8) paint, decals, or graphics regardless of cause; (9) off road usage; (10) damage from snow and/or ice accumulation on the Trailer's roof; (11) tow vehicle wiring; (12) tire alignment; (13) deterioration of paint or general appearance due to use and exposure; (14) damage caused by loose fasteners due to not maintaining necessary tightness of these items; (15) damage caused from towing a trailer under the 10,000 pound GVWR that is towed by any vehicle which exceeds a one (1) ton towing capacity; (16) damage caused by the use of a towing vehicle with a trailer that exceeds the tow vehicle's manufacturer's specification; (17) damage to any tow vehicle; (18) damage caused by acts of God or terrorism; (19) damage caused by theft or vandalism.

THIS WARRANTY WILL BE VOIDED BY ANY REPAIR OR MODIFICATION TO THE TRAILER, OR ADDITION OF ACCESSORIES TO THE TRAILER BY ANYONE OTHER THAN AMS Global OR AN APPROVED DESIGNEE.

The Manufacturer will not be responsible for work performed by a non-AMS Global dealer or service center, unless the Manufacturer gives prior written authorization. The Manufacturer's determination of whether the Trailer has been abused or misused by the Purchaser is final and binding on the Purchaser regarding the Purchaser's rights under this Warranty.

THE MANUFACTURER'S OBLIGATION

The Manufacturer's sole obligation under this Warranty and Purchaser's sole remedy is for the Manufacturer to repair all defects in materials and workmanship covered by this Warranty. The Manufacturer will not be obligated, in any way, to replace the Trailer or pay for any repairs made to the Trailer by the Purchaser without express prior written approval by the Manufacturer. AMS Global's repair facility will remedy all defects within a reasonable time.

THE PURCHASER'S OBLIGATIONS – HOW TO OBTAIN WARRANTY SERVICE

The Purchaser must notify his/her selling dealer of any defects in material or workmanship immediately upon discovery of the defect. It is the selling dealer's responsibility to notify the Manufacturer of any warrantable issues and to request authorization and replacement warranty parts.

The Purchaser is responsible for all costs, towing, and transportation charges incurred to obtain Warranty service, including towing, transportation, meals, and lodging expenses.

LIMITATION OF LIABILITY

IN CONNECTION WITH THIS WARRANTY, THE MANUFACTURER EXCLUDES ALL LIABILITY, WHETHER BASED ON CONTRACT (EXPRESS OR IMPLIED), TORT, OR PRODUCT LIABILITY, FOR ANY DAMAGES TO THE PURCHASER OR ANY OTHER PARTY OTHER THAN REPAIR OF ANY DEFECTIVE ITEM AS SET FORTH IN THIS WARRANTY. THE MANUFACTURER ALSO SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, PROFITS, LOSS OF BUSINESS, LOSS OF USE OF THE TRAILER, ATTORNEY FEES, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE OR FAILURE OF THE TRAILER, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MANUFACTURER'S LIABILITY UNDER THIS WARRANTY DOES NOT INCLUDE, AND SPECIFICALLY EXCLUDES, LIABILITY FOR THE PURCHASER'S HOTEL OR OTHER LODGING EXPENSES, FOOD AND OTHER LIVING OR TRAVEL EXPENSES, AND FUEL EXPENSES. THIS DISCLAIMER OF LIABILITY SHALL NOT BE AFFECTED EVEN IF ANY REMEDY PROVIDED IN THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

DISCLAIMER OF IMPLIED WARRANTIES

THE MANUFACTURER MAKES NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY. THE TRAILER IS SOLD "AS IS" AND NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH DESCRIPTION, OR NON-INFRINGEMENT IN CONNECTION WITH ANY SALE EXIST. THIS LIMITED WARRANTY DOES NOT COVER FAILURE OF THE TRAILER RESULTING FROM CAUSES OTHER THAN TRAILER DEFECTS, INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE, IMPROPER USE, OR ANY OTHER SUCH CAUSE. If any provision of this Warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain effective. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, so the limitations and exclusions above may be limited in their application. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the express written terms of this Warranty.

DESIGN CHANGES

The Manufacturer reserves the right to change the design of its Trailers from time to time without notice and with no obligation to make corresponding changes in any Trailers previously manufactured.

LEGAL REMEDIES OF PURCHASER

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. No action to enforce this Warranty shall be effective if it is commenced after the expiration of the applicable Warranty Periods set forth above, or later than 180 days after the discovery of the defect—whichever date is earliest.



A Door... Your Way!

Challenger Door

1205 East Lincoln St. Nappanee, Indiana 46550

Direct: (574) 773-0470

Fax: (574) 773-0474

Web: www.challengerdoor.com

Warranty Statement:

Dear Valued Customer,

Attached you will find an updated warranty statement for Challenger Door along with our new flat rate manual. Please note that this new warranty statement is effective March 01, 2016 and supersedes any previous statement that you may have from Challenger Door. As part of this process we are asking that you please submit a copy of your company's current warranty statement back to us along with a signed copy of this cover sheet for us to keep on file. We are requesting those be on file with us no later than March 01, 2016.

Thank you,

Michael Reid
Customer Service Manager

Please detach and return this portion along with a copy of your current warrant statement to:

Challenger Door

ATTN: Warranty

1205 E. Lincoln St.

Nappanee, IN 46550

e-mail to: warranty@challengerdoor.com

Fax: (574) 773-0474

By signing this I acknowledge that I have received a copy of the warranty statement of Challenger Door and agree to the terms therein. I agree that I am the responsible party for my company to distribute this statement to the necessary parties within my company. I also agree by signing this that I am providing a copy of my company's current warranty policy to Challenger Door to keep on file for use adjacent to their warranty.

Signature: _____ **Print:** _____

Date: _____

Challenger Door Limited Warranty Statement



Challenger Door warrants their products, excluding 5000 series ramps, manufactured by it to be free from defects in material and workmanship for a period to match the **OEM's warranty period for up to two (2) years from date of original retail sale** to the original purchaser, **or a maximum of Three (3) years from the date of door manufacture** whichever period ends first, under proper and normal use and service. The 5000 laminated ramp series warranty shall be limited to ONE YEAR from date of purchase. This Limited Warranty does not cover products that have been misused, abused, mishandled, improperly installed, improperly stored, changed or modified. This Warranty does not cover "plain doors" (i.e...doors that are made with no outer skin) or delamination on doors Challenger does not laminate the core. Service work performed by any person not specifically authorized by Challenger Door will void the Warranty. All claims under this Limited Warranty must be submitted pursuant to the following claims procedure. Challenger Door, LLC reserves the right to deny any claim not submitted pursuant to the following claims procedure. This Limited Warranty should be provided to the manufacturer, dealer and retail customer of the OEM unit and made available to the retail customer prior to purchase of the OEM unit.

Examples:

1. Mfg. Date = 1/15/15, Purchase date = 5/10/15, OEM's warranty = 1 year. Product warranty good through 5/10/16
2. Mfg. Date = 1/15/15, Purchase date = 5/10/15, OEM's warranty = 3 year. Product warranty good through 5/10/17
3. Mfg. Date = 1/15/14, Purchase date = 5/10/15, OEM's warranty = 3 year. Product warranty good through 1/15/17

To submit a claim

All claims must be submitted to Challenger Door, LLC warranty department via email or fax.

ATTN: Warranty

Email Warranty@challengerdoor.com

Phone 574-773-8166

Fax 574-773-0474

- All claims must have **clear** photos showing defect.
- All claims must have a photo of the serial number located on product (*If the label hasn't been removed previously, it can be located on the back of the product on the hinge side or on inner trim on hinge side*).
- Challenger Door, LLC may request the product to be returned for inspection at Challenger's cost
- Provide information of OEM unit on which Challenger Door product was installed, unit serial number, Model, Date of purchase, Dealer from which unit was purchased.
- All defective latches must be returned to Challenger Door, LLC for inspection (excluding Canada) **Challenger Door, LLC will pay shipping costs unless claim is denied.**

All obligations of Challenger Door, LLC pursuant to this Limited Warranty are limited to replacing or repairing the defective product, paying for shipping costs and service at our standard rate in connection with a claim covered by this Limited Warranty. Challenger Door, LLC reserves the right to deny service costs to the extent that such service does not comply with the installation instructions provided by Challenger Door and was not performed within or have been invoiced to Challenger Door, LLC in excess of the time allowed in the respective video links below. This Limited Warranty is the exclusive warranty to Challenger Door, LLC and is in lieu of all other warranties, expressed or implied, including, but not limited to, WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE except as otherwise required by state or federal law. In no event shall Challenger Door, LLC be liable for consequential, indirect or incidental damages resulting from the installation, use or failure of its products, whether arising in contract, tort or otherwise.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Flat Rate for Entry Doors

Part replaced	Time Allowed	Part Return	CHALLENGER PRIOR CONTACT	Picture Required
Entry Door Latch	0.2 HOURS	YES-WITH KEYS	NO	YES
Screen Door Latch	0.2 HOURS	NO	NO	YES
Screen Door Stationary Panel	0.2 HOURS	NO	YES	YES
Screen Door Slider	0.1 HOURS	NO	NO	YES
Entry Door Window	0.3 HOURS	UPON REQUEST	YES	YES
Hinge Replacement-WHOLE DOOR	1 HOUR	UPON REQUEST	YES	YES
Gas Strut	0.1 HOURS	UPON REQUEST	NO	YES
Complete Entry Door	1 HOUR	UPON REQUEST	YES	YES
Complete Screen Door	0.2 HOURS	NO	YES	YES
Entry Door Seal	0.5 HOURS	NO	YES	YES
Complete Entry Door with Graphics	1.25 HOURS	UPON REQUEST	YES	YES
Complete Entry Door with Paint	2.5 HOURS	UPON REQUEST	YES	YES

ENTRY DOOR AND SCREEN DOOR ADJUSTMENTS ARE NOT COVERED UNDER WARRANTY
IF THE ISSUE ONLY INVOLVES HINGES THE COMPLETE DOOR REPLACEMENT WILL NOT BE COVERED. HINGES CAN BE REPLACED.

IF THE ISSUE IS THE SCREEN DOOR STATIONARY PANEL OR THE SLIDER FALLING OUT A WHOLE SCREEN DOOR REPLACEMENT WILL NOT BE COVERED. PANELS AND SLIDERS CAN BE REPLACED.

Flat Rate for Ramp/Patio Doors

Part replaced	Time Allowed	Part Return	CHALLENGER PRIOR CONTACT	Picture Required
Complete Plain Ramp/Patio Door	1 HOUR	UPON REQUEST	YES	YES
Complete Ramp/Patio Door Minor Graphics	1.5 HOURS	UPON REQUEST	YES	YES
Complete Ramp/Patio Door Major Graphics and/or Paint	2.5 HOURS	UPON REQUEST	YES	YES
Ramp/Patio Springs	0.25 HOURS Each	NO	NO	YES

Ramp/Patio Door Seal	.5 HOURS	NO	YES	YES
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Flat Rate for Tent Doors

Part replaced	Time Allowed	Part Return	CHALLENGER PRIOR CONTACT	Picture Required
Bunk Door Seal	0.5 HOURS	NO	YES	YES
Complete Tent Door Minor Graphics	1.25 HOURS	UPON REQUEST	YES	YES
Complete Tent Door Paint	2.5 HOURS	UPON REQUEST	YES	YES
Tent	1 HOUR	UPON REQUEST	YES	YES

Flat Rate for Compartment Doors

Part replaced	Time Allowed	Part Return	CHALLENGER PRIOR CONTACT	Picture Required
Complete Compartment Door	1 HOUR	UPON REQUEST	YES	YES
Complete Compartment Door with Graphics	1.5 HOURS	UPON REQUEST	YES	YES
Complete Compartment Door with Paint	2.5 HOURS	UPON REQUEST	YES	YES
Compartment Door Latch	0.2 HOURS Each	NO	NO	YES
Compartment Door Seal	.5 HOURS	NO	YES	YES
Compartment Door Core with Hinge only (extruded)	0.2 HOURS	UPON REQUEST	YES	YES

<http://www.youtube.com/user/ChallengerDoorLLC/videos>