



Kolbe & Kolbe Millwork Co., Inc.

EXPRESS LIMITED WARRANTY FOR INSULATING GLASS



Kolbe & Kolbe Millwork Co., Inc. (hereinafter referred to as “Kolbe”), warrants that if the insulating glass is installed, maintained and operated in accordance with Kolbe’s instructions, the INSULATING GLASS only, if any, in Kolbe’s products shall be free from defects in material and workmanship for a period of TWENTY (20) YEARS from the date of shipment except as provided herein. This Warranty is extended to all first end users of Kolbe products and is transferable to subsequent end users for the remainder of the stated Warranty period in the original structure. The Warranty of replacement products (including upgrades thereto) furnished pursuant to this Warranty will be limited to the remainder of the Warranty period of the original product and will be pursuant to the standards and/or specifications in effect at time of claim and not at the time of manufacture.

During the first twenty (20) years after the date of purchase for insulated glass products incorporating a stainless steel spacer, and/or ten (10) years for insulated glass products incorporating an aluminum spacer, Kolbe’s obligations under this Warranty shall be limited to, at its option, the repair or the replacement of the defective glass, for any insulating glass which it determines to be defective in material or workmanship under normal use and service. New replacements shall be provided F.O.B. Kolbe’s factory at Wausau, Wisconsin.

Any laminated glass is warranted for a period of five (5) years against delamination which materially obstructs vision through this product, whether it is single glazed and/or is part of the construction of an insulating glass unit. When laminated glass is used in the construction of an insulating piece of glass, the warranty of the piece of “insulating” glass is the same as other insulating glass. Only the laminated glass is limited to five (5) years against delamination.

All insulating glass, except that known as TDL (True Divided Lite) or cutlite, tempered glass, and/or any glass having an aspect ratio greater than 6:1 in glass size, shall be free from stress cracks for a period of one (1) year from the date of purchase. TDL glass, tempered glass, glass with an aspect ratio greater than 6:1, and/or single-glazed (non-insulating glass – including laminated glass) units have no Warranty on glass stress crack breakage. All other TDL glass is covered for a period of five (5) years only. A stress crack is a crack in the piece of insulating glass that occurs only on the inside lite of the piece of insulating glass, usually from a rapid change in temperature.

The effectiveness of an inert gas inside an insulating glass unit will be eliminated in that unit if ordered and/or manufactured with capillary tubes, often known as high altitude glass. Thus, the effectiveness of the inert gas is not warranted in these cases.

Though “direct set” PDL (Performance Divided Lite – aka – SDL or Simulated Divided Lite) is not a recommended option, should it be provided and a replacement of the glass be required, the replacement of the bars is not warranted. Kolbe shall provide new bars for the glass, but application of the new bars and/or removal of the old bars is the responsibility of the consumer/owner. Any PDL bars not installed by Kolbe are not warranted to stay on the glass.

This Express Limited Warranty extends to all insulating glass in all Kolbe products. This Warranty applies only if the Kolbe product is installed in a structure located within the United States of America or Canada. This Warranty applies only to products as originally installed in the customer’s building and does not apply to any tear outs and reinstallations. The removal of the insulating glass unit from the sash/frame or removal of a fixed sash from the frame, as originally installed by Kolbe, will void this Warranty. Labor is not covered under this warranty.

WARRANTY EXCLUSIONS AND LIMITATIONS

This Warranty does not cover glass breakage (with the exceptions and limitations as described in the stress crack section of this Warranty), glass color, bent glass, decorative/art type glass, distortion (including tempered glass), minor glass imperfections that do not affect the normal vision or product performance including curvature of glass due to atmospheric conditions, or any other failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, exposure to elements when the glass has not been installed by Kolbe, improper or insufficient handling, storage, installation, maintenance or service, installation in sloped glazing, or non-standard installations including, but not limited to, installation in a non-vertical, upside down, on-the-side, or out-of-square position. Also excluded from this Warranty are failures or operating difficulties resulting from the exposure to corrosive fumes or condensates, stress from movement of the structure in which the glass is installed, the rattling of grilles/bars in an air space, scratches to the glass caused by sanding/poor finishing techniques, use of night insulation or field applied films and coatings, or use in swimming pool, whirlpool tubs, spas or other high-humidity areas without adequate ventilation or humidity control. Condensation or frost is not a defect but is a result of excessive humidity. There are size limitations of glass, if exceeded, that void the warranty on the glass in all respects. You may reference www.kolbe-kolbe.com for the limitations.

THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT EXTEND BEYOND THIS EXPRESS LIMITED WARRANTY. KOLBE DOES NOT WARRANT ANY SPECIAL PRODUCT OR ITEM WHICH IS MANUFACTURED ACCORDING TO SPECIFICATIONS PROVIDED BY THE CUSTOMER, ITS AGENTS OR REPRESENTATIVES. UNDER NO CIRCUMSTANCES WILL KOLBE BE LIABLE FOR ANY COSTS OF SHIPPING, TAXES, LABOR FOR DISASSEMBLY, REMOVAL OR REINSTALLATION OF THE PRODUCT OR ANY PART, INCLUDING THE INSULATING GLASS, PAINTING (EXCEPT AS PROVIDED BY THIS WARRANTY), STAINING OR ANY OTHER ACTIVITY NECESSARY IN

FINISHING THE REINSTALLATION OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY. THE REMEDIES PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AT LAW OR EQUITY.

PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THIS LIMITED WARRANTY

Written notice of any claim under this Warranty must be given to Kolbe & Kolbe Millwork Co., Inc., 1323 S. Eleventh Avenue, Wausau, Wisconsin 54401-5998, within thirty (30) days of discovery, and in any event, within the above stated Warranty period. No warranty shall apply in the absence of such notice. After receipt of notice, a representative of Kolbe, or a representative of Kolbe's Distributor or Dealer, will examine the claim and advise the customer concerning its disposition. Kolbe shall not be liable for any product repaired or replaced without its prior written consent.

NOTICE OF RIGHTS

Some states do not allow limitation on how long an implied Warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. No customer, distributor, salesperson, dealer, retailer or other representative of Kolbe has the authority to alter or change this Express Limited Warranty either orally or in writing.

MEDIATION AND ARBITRATION

In the event of any disagreement or dispute between Kolbe and any customer relating to this Warranty, any agreement between Kolbe and a customer, any Kolbe product or any dealings between Kolbe and a customer, or any claims under state or federal law, the parties shall submit such disagreement or dispute initially to mediation. If they are unable to resolve the disagreement or dispute by mediation, the matter will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or another similar association or service mutually agreeable to the parties. The mediation and arbitration shall be carried out in Wausau, Wisconsin and judgment upon the award rendered pursuant to such proceeding may be entered in any court having jurisdiction thereof.

GOVERNING LAW

This Express Limited Warranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.