



Kolbe & Kolbe Millwork Co., Inc.

EXPRESS LIMITED WARRANTY FOR WINDOW AND DOOR PRODUCTS



Kolbe & Kolbe Millwork Co., Inc. (hereinafter referred to as "Kolbe"), warrants that, if installed, finished, maintained and operated in accordance with Kolbe's instructions, non-vinyl WINDOW and DOOR products manufactured by Kolbe (with the exception of special items and products for which there is no warranty) shall be free from defects in material and workmanship that would render them unserviceable or unfit for the ordinary use for which each window or door is manufactured, for a period of TEN (10) YEARS from the date of shipment by Kolbe.

As to Kolbe's PVC Vinyl Products line, Kolbe warrants that the uPVC vinyl frame and sash parts on its vinyl windows and doors will not, for the LIFE of the structure into which the product is installed, warp, distort or split such that it would negatively affect operation or appearance under ordinary conditions as a result of manufacturing defects in the extrusions. Field painting or staining and/or exposure to unusual temperature situations will void this warranty with respect to such parts on vinyl units.

In the event of a defect in material or workmanship, which is covered by this Express Limited Warranty, Kolbe reserves the right, at its option, to determine the best method needed to correct the situation as follows: (1) provide part/product to repair or replace any window/door in whatever stage of fitting and/or finishing it was in when originally supplied by Kolbe (all replacement parts will be pursuant to the standards and/or specifications in effect at time of claim and not at the time of original manufacture), or (2) refund the price received by Kolbe for any window/door. Labor is not covered under this warranty. The Warranty for replacement products (including upgrades thereto) furnished pursuant to this Warranty will be limited to the remainder of the warranty period of the original product.

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 for the products as installed in the original structure. This Warranty applies only if the Kolbe products are installed in a structure located within the United States of America or Canada. It applies only to products as originally installed and does not apply to any tear outs or reinstallations. Should Kolbe determine that a replacement part or product is warranted, it may request return of the original item at issue.

This warranty is not meant to cover the items of glass/insulated glass and/or the prefinishing of Kolbe products. These items are covered by their own warranties. Also, please refer to the section on OTHER EXCLUDED ITEMS for mention of hardware and other items not covered herein.

WARRANTY EXCLUSIONS AND LIMITATIONS

Kolbe does not warrant any of the following:

- (a) Unsatisfactory service or appearance of the product caused by failure to follow the standard handling, job finishing, installation instructions and maintenance requirements,
- (b) Condensation, frost and/or mold on exposed surfaces (condensation, frost and/or mold is not a defect in the product, but a result of excessive humidity),
- (c) Decomposition of wood as a result of moisture penetration if caused by condensation or lack of maintenance,
- (d) The appearance of field finished windows/doors,
- (e) Normal wear or discoloration of finishes, including, but not limited to, the tarnishing of brass and/or oil-rubbed finishes,
- (f) Natural variations in the color or texture of wood,
- (g) Any special product or item which is manufactured according to specifications provided by the customer, its agents or representatives (see the following paragraph titled "Special Items and Products"),
- (h) Any 1-1/8" or 1-3/8" thick door,
- (i) Product performance in the event the product has been modified/ordered in any way from the product as tested and/or certified, such as, for example, a door unit without a multi-point locking system,
- (j) Panel shrinkage in a door,
- (k) Cutting into mortise and tenon joints and/or door dowels,
- (l) Surface grain separation or "checking" of door panels,
- (m) Custom doors of any style, species, size and quantity are excluded from this Warranty under the provision herein on Special Items and Products,
- (n) Any door slab that contains a panel (not including Ultra clad to the exterior door panels), whether flat or raised panel, shall be limited to a period of one (1) year under this warranty, allowing for other exclusions herein,
- (o) Door unit performance when supplied with optional oak and/or mahogany sills, ADA-compliant sills and accessories, adjustable sills, and/or any sill other than our standard weep sill, or outswing bumper sill,
- (p) Warping of: (1) Doors that are improperly hung and/or do not swing freely. (2) 1-3/4" or thicker doors that are wider than 3'6" or higher than 7'0". Hinged doors that do not exceed 3'0" in width and 8'0" in height will be covered under this Warranty provided that: (a) the door panel(s) must be factory ordered with our KPII primer on the interior and/or immediately field interior finished/sealed, and (b) also ordered with our K-Kron II finish and/or KPII primer on the exterior (clad doors are covered as they are exterior protected), and (c) use our 3-point/5-point locking system, and (d) a 3/8" warp tolerance is allowed. (3) Door panels that do not exceed 3'0" in width and 8'0" in height must be interior primed, be exterior factory K-Kron'd, or be clad, and must have a 3-point/5-point locking system to be covered. (4) Door panels that are 3'6" x 7'0" or less are covered without having to be factory interior primed, exterior K-Kron'd or clad, or having our 3-point/5-point locking system. (5) Action on any claim for warp may be deferred, at the option of Kolbe, for a period not to exceed twelve (12) months from the date of the claim. If a door/sash has been installed prior to such claim being made, the door/sash must remain hung in the original installation during the period of deferment to permit conditioning to humidity and temperature,
- (q) Any product installed in structures that do not allow for proper management or drainage of moisture such as Exterior Insulation and Finish Systems (EIFS), also known as "Synthetic Stucco", and/or other barrier types of construction,

- (r) Environmental conditions or use exceeding design standards,
- (s) Corrosion, wear or failure of standard hardware, in seacoast high salt concentration areas and/or other highly corrosive environments (Corrosion resistant hardware is available as an option. High salt concentration areas include but are not limited to 5,000 feet from a sea shoreline at mean high tide and/or other salt water source and/or pool enclosures with a high chlorine atmosphere.),
- (t) Products which have non-Kolbe products mulled/attached to them and/or field-mulled units if not mulled to Kolbe's specifications,
- (u) Excessive lock bore/route sizes will void door warranty regarding stile cracking and or warping.

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.

OTHER EXCLUDED ITEMS

There are numerous components used in our products which are covered by their manufacturers' separate warranties. These include, but are not limited to, such items as electric operators, fiberglass screen cloth, numerous hardware items such as mechanical parts of locks and window operators/locks, fiberglass doors and Kolbe Advantage Interior Doors. Kolbe will provide copies of these warranties upon request.

DOOR ALLOWABLE TOLERANCES

Warp shall not be considered a defect unless it exceeds 1/4" in the plane of the door itself for doors up to 3'6" x 7'0" and/or 3/8" for doors over 3'6" x 7'0". Warp is any distortion in the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. The term warp shall include bow, cup and twist, and shall be measured by placing a straightedge, taut wire or string on the suspected concave face of the door at any angle (i.e. horizontally, vertically, diagonally), with the door in its installed position. The measurement of bow, cup and twist shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door.

SPECIAL ITEMS AND PRODUCTS

A "Special Item" or "Special Product" is an item or product manufactured by Kolbe to meet the specific requirements of a customer or construction project and which does not conform in every respect to Kolbe's standard manufacturing specifications. Representation in product literature does not qualify products for non-special/standard status. Special items and products also include items manufactured for special or unique uses or are designated as such prior to or at the time of the acceptance of a purchase order wherein Kolbe disclaims existence of a warranty to the purchaser as part of the purchase contract. Kolbe does not warrant or guarantee any such items or products, nor is any such item or product warranted or guaranteed to meet any specific window/door test. Under the circumstances, Kolbe will not assume responsibility in any respect for these items or products with respect to either their operation or function. Because of the variety of items and products customers request Kolbe to make, Kolbe cannot foresee how each of these units will perform when installed at various construction and job site projects.

LIFT & SLIDE AND EXTERIOR FOLDING DOORS

Kolbe's Lift & Slide and/or exterior folding doors are covered under this Limited Product Warranty, Kolbe's Limited Glass Warranty, and Kolbe's Limited Prefinish Warranty. Exceptions to the application of Kolbe's warranties include, but are not limited to, the following: (a) Meeting of local building code requirements is the customer's responsibility; (b) All Lift & Slide doors and/or exterior folding doors are custom made and may be of very large sizes that may exert limits on materials such as glass due to the size. For example, minor glass imperfections inherent in large pieces of tempered glass are not considered defects and are excluded from this warranty; (c) Prefinish of the product for protection of all wood components must be performed immediately upon arrival of the product to the job site; and (d) Installation is of critical importance to the operation and function of these units. Not following Kolbe's suggested installation instructions/maintenance/finishing instructions will void this warranty. It's the customer's responsibility to determine weather conditions, water drainage methods, and the structural integrity of the residence for this type of product.

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 these warranties 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.