



# Kolbe & Kolbe Millwork Co., Inc.

## International Limited Warranty for Window and Door Products

### Manufactured by Kolbe & Kolbe Millwork Co., Inc.

This limited warranty extends to all WINDOW and DOOR products manufactured by Kolbe & Kolbe Millwork Co., Inc. ("Kolbe & Kolbe") (with the exception of special items and products for which there is no warranty). This warranty applies to Kolbe & Kolbe products installed in a structure located outside the United States of America or Canada.

Kolbe & Kolbe warrants that, if installed, finished and operated in accordance with Kolbe & Kolbe's instructions, all WINDOW and DOOR PRODUCTS, GLASS and FINISHING manufactured by Kolbe & Kolbe, or used in the manufacture of Kolbe & Kolbe products (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 Five (5) YEARS from the date of purchase. If such a defect occurs, Kolbe & Kolbe will, at its option (1) repair the defective product (2) replace the defective material in whatever stage of fitting and/or finishing it was in when originally supplied by Kolbe & Kolbe (3) provide a comparable new Kolbe & Kolbe replacement part for any part which Kolbe & Kolbe determines to be defective in material or workmanship under normal use and service or (4) refund the price received by Kolbe & Kolbe for any window/door, if the window/door is found not to comply with this warranty. 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 unit.

**CONDITIONS and EXCLUSIONS** – Kolbe & 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 and installation instructions,
- (b) The appearance of field finished windows/doors,
- (c) Normal wear or discoloration of finishes, including the tarnishing of brass, and/or oil-rubbed finishes,
- (d) Natural variations in the color or texture of wood,
- (e) Any special product or item which is manufactured according to specifications provided by the customer, its agents or representatives (See the following paragraph on "Special Items and Products"),
- (f) Any 1-1/8" thick door,
- (g) Any 1 3/8" thick door used in an exterior application,
- (h) Warping of: (1) 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 the door panel(s) must be factory ordered with our Polyurea primer on the interior and/or are immediately field interior finished/sealed, and are also ordered with our K-Kron finish and/or Polyurea primer on the exterior (clad doors are covered also), use our 3 point/5 point locking system, and a 3/8" warp tolerance is allowed, (2) 1-3/8" thick doors that are wider than 3'0" or higher than 7'0", (3) Window/Doors with face veneers of different species of wood and (4) Doors that are improperly hung and/or do not swing freely,
- (i) Panel shrinkage in a door,
- (j) Cutting into mortise and tenon joints and/or door dowels,
- (k) Surface grain separation or "checking" of door panels,
- (l) Custom doors of any style, species, size, and quantity are excluded from this warranty under the provision herein on Special Items and Products. Further, stile and rail door panels (excluding our Classique doors) shall be limited to a period of one (1) year under this warranty, allowing for the other exclusions herein,
- (m) Door unit performance when supplied with oak and/or mahogany sills, and/or handicap sills and accessories,
- (n) 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 multipoint locking system,
- (o) 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,
- (p) Environmental conditions or use exceeding design standards,
- (q) Condensation or frost on exposed surfaces. Condensation or frost is not a defect in the product, but a result of excessive humidity,
- (r) Corrosion, wear, or failure of standard hardware in seacoast/high salt spray environments (corrosion resistant hardware is available as an option).
- (s) Products which have non-Kolbe products mulled/attached to them and/or field mulled units if not mulled to Kolbe's specifications.

#### **PREFINISHING EXCLUSIONS:**

Latex priming defects not covered under this warranty include, but are not limited to, failures related to knots, finger-joints, stile and rail separation, cracking or failure of the substrate, improper installation and maintenance and moisture penetration through the glazing interface or due to improper caulking or cleaning of mortar residue. Door unit performance when supplied with oak and/or mahogany sills and/or handicap sills and accessories.

The K-Kron system provides excellent film performance and will resist cracking, peeling, flaking, etc. of the applied paint film for a period of five (5) years after purchase. Failures or defects not covered include substrate failures; i.e., knots, cracks, panel shifts, or joint separation. In addition, failures due to improper installation and maintenance or moisture penetration due to improper caulking or glazing are not covered.

The warranty for the finishes on our Standard, Ultra Line, and/or Magnum Series cladding, does not apply to circumstances which we do not control, including: (a) fire or other casualty or physical damage from chemical exposure (b) unusual harmful fumes (c) corrosive or aggressive atmospheres (d) any product which has been abused, altered, modified, used in a manner not originally intended, or stored con-

trary to our instructions (e) detriment due to "air pollution" or caustic washes (f) environmental conditions or use exceeding design standards (g) high salt spray locations except as follows – For our Standard or Fluorocarbon Finished Clad Products the paint finish is warranted to protect the underlying aluminum from corrosion due to salt spray for a period of 5 (five) years. In these salt spray applications, should a defect covered by this warranty be brought to our attention, Kolbe will, at its option: (1) Refinish the product (2) Repair the product (3) Provide replacement part(s) or product(s) or (4) If we find that repair or replacement is not practical, we may elect to refund the original purchase price of the product. Any refinishing will be done with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product. After the first 2 (two) years, there will be a charge for labor for any refinishing or repair, but any required parts will be provided free of charge.

#### **INSULATING GLASS EXCLUSIONS:**

These warranties do not cover glass breakage, color of glass, bent glass, triple insulating decorative/art type glass, distortion, 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 & 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 these warranties 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, use of night insulation or films and coatings on the interior of the product, or use in swimming pool, whirlpool tubs, spas or other high-humidity areas without adequate ventilation or humidity control. In addition, there is no coverage under these warranties for installation, repainting or refinishing, or other costs and expenses incurred due to the replacement of the glass. Furthermore, this warranty does not cover loss of time, inconvenience, nor does it cover delays or construction costs for late or damaged delivery or incidental or consequential damages.

#### **DOOR ALLOWABLE TOLERANCES:**

Warp shall not be considered a defect unless it exceeds 1/4 inch 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.

#### **OTHER ITEMS:**

There are numerous components used in our products which are covered by their manufacturer's separate warranties. These include, but are not limited to, such items as electric operators, fiberglass screen cloth, and numerous hardware items such as mechanical parts of locks and window operators/locks. We will assist you in recovering any warranty claim that may arise on these types of items and will provide copies of these warranties upon request.

#### **SPECIAL ITEMS AND PRODUCTS:**

"Special items" or "Special products" are those items and products manufactured by Kolbe & Kolbe to meet the specific requirements of a customer or construction project and which do not conform in every respect to Kolbe & 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 written purchase order and Kolbe & Kolbe in writing disclaims existence of a warranty in writing to the purchaser as part of the purchase contract. Kolbe & 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 & Kolbe cannot and will not assume responsibility in any respect for these items or products either with respect to their operation or function. While Kolbe & Kolbe continues to be proud of its reputation of being able to manufacture any special item or product, nevertheless, because of the variety of items and products customers request Kolbe & Kolbe to make, Kolbe & Kolbe cannot foresee how each of these units will perform when installed at various construction and job site projects.

**There are no implied warranties of merchantability or fitness for a particular purpose or other warranties which extend beyond the description on the face hereof. Furthermore, Kolbe & Kolbe does not warrant any special product or item which is manufactured according to specifications provided by the customer, its agents or representative. Under no circumstances will Kolbe & Kolbe be liable for costs of shipping, applicable taxes, or any incidental or consequential damages including, but not limited to, the payment of any costs or expenses of disassembly, removal or reinstallation of the product or any part, including, without limitation, the insulating glass, any costs or expense relating to painting, staining or any other activity necessary in finishing the reinstallation or damage or loss to other property.**

#### **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, U.S.A. promptly when discovered, and in any event, within any of the above stated warranty periods. In case of a defect reasonably discoverable by inspection of any product upon receipt of shipment from Kolbe & Kolbe, notice must be given within thirty (30) days thereafter and before the product is installed. No warranty or warranties shall apply in the absence of such notice. After receipt of such notice, a representative of Kolbe & Kolbe will examine the claim and advise the customer concerning disposition of the claim. Kolbe & Kolbe shall not be liable for any product repaired or replaced without its prior written consent. Action on any claim for warp or for photographing may be deferred, at the option of Kolbe & Kolbe, for a period not to exceed twelve (12) months from the date of the claim. If a door has been installed prior to such claim being made, the door must remain hung in the original installation during the period of deferment to permit conditioning to humidity and temperature.

**No customer, distributor, sales person, dealer, retailer or other representative of Kolbe & Kolbe has the authority to alter or change these warranties either orally or in writing.**