



# Kolbe & Kolbe Millwork Co., Inc.

## KOLBE LIMITED WARRANTY FOR FIBERGLASS DOOR PANELS

Kolbe makes no warranty, express or implied, except that for a period of twenty-five (25) years for the fiberglass door panel, from date of purchase, Kolbe warrants that under normal conditions the door slab will not warp, delaminate, or otherwise affect the performance of the door slab so as to cause the installed unit to function improperly. Insulating glass of door lites installed in the door slabs is warranted for ten (10) years, and is specifically warranted against obstruction of vision resulting from film formation or dust collection between the interior glass surfaces, but not breakage. Glass breakage of any kind is not covered. This warranty is for the original user and is non-transferable. Door panels are not prefinished as standard and must be field or factory finished. Unfinished doors are not warranted to maintain their original door skin color over time.

This warranty will be voided if the fiberglass door is not handled or installed in accordance with our instructions, is damaged in handling or installation or is altered in any way or is subjected to excessive stresses resulting from application of the elements or by movement of the building or if provisions have not been made in accordance with sound practice for adequate expansion or contraction of framing members.

Any factory prefinish shall be warranted for a period of five (5) years for painting and/or staining against cracking, peeling and flaking of the applied finish. Factory prefinish shall also be warranted for a period of two (2) years for painting and/or staining for color retention, provided that there shall be a maximum of five (5) Delta E Units (NBS) color change, per ASTM D-2244 spec for the time specified.

Warp of a fiberglass door slab shall not be considered a defect unless it exceeds 1/4-inch in the plane of the door itself for up to 6-8 height (nominal dimension) doors and/or 3/8" for doors over 6-8 to 8-0 height (nominal dimension). 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.

There is no warranty on any replacement unit/part which would extend beyond the original applicable warranty period commencing with the date of purchase of the original unit. The replacement unit is warranted only for the balance of the warranty term of the original unit. Furthermore, this warranty applies only if the Kolbe door unit is installed in a structure located within the continental United States or Canada.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Kolbe shall not be liable for installation, removal, or reinstallation costs or for any other consequential, indirect or incidental damages or for any amount in excess of its sales price for the door(s) in the shipment involved, whether the claim is for breach of warranty or negligence. Kolbe's liability hereunder in any case is expressly limited, at its option, to (1) repair of the door(s) without charge; (2) replacement of the door(s) without charge, in the same stage of fitting and/or finishing as originally supplied; or (3) refund of the price paid to it for the door(s).

Written notice of any claim under this Warranty must be given to Kolbe & Kolbe Millwork Co., Inc., 1323 S. 11th Ave., Wausau, Wis. 54401, within thirty (30) days of discovery, and in any event, within the above stated Warranty period. In case of a defect reasonably discoverable by inspection of any product upon receipt of shipment, notice must be given within thirty (30) days thereafter and before the product is installed. No Warranty shall apply in the absence of such notice. After receipt of notice, a representative of Kolbe will/may 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. Action on any claim for warp or for photographing 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 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.

Some states do not allow a 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, sales person, dealer, retailer or other representative of Kolbe has the authority to alter or change these warranties either orally or in writing.

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.

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