



**Kolbe & Kolbe Millwork Co., Inc.**  
**EXPRESS LIMITED WARRANTY FOR RESIDENTIAL FIBERGLASS PANELS**

**KOLBE**  
WINDOWS & DOORS

Kolbe & Kolbe Millwork Co., Inc. ("Kolbe") provides this Express Limited Warranty for Residential Fiberglass Door Panels for a period of twenty-five (25) years from date of shipping from Kolbe. This Limited Warranty applies only to fiberglass door panels installed in residential buildings and does not apply when installed in commercial buildings or other settings. Kolbe warrants that under normal conditions, if installed, finished, maintained and operated in accordance with Kolbe's instructions, the door panel shall be free from defects in material and workmanship that would render them unserviceable or unfit for the ordinary use for which each panel is manufactured.

This Limited Warranty is extended to the original user and is non-transferable to subsequent owners. Note that 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 void if the fiberglass door panel is not handled or installed in accordance with our instructions, is damaged in handling or installation, is altered in any way from its original manufactured state, 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 construction practices for adequate expansion or contraction of framing members.

Warp of a fiberglass door panel 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, but is not limited to, bowing, cupping, and twisting, and shall be measured by placing a straightedge, taut wire, or string on the suspected concave face of the door panel at any angle (i.e., horizontally, vertically, diagonally), while in its installed position. The measurement of the bow, cup or 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 panel.

In the event of a claim, which is covered by this Limited Warranty, Kolbe reserves the right, at its sole discretion, to determine the best method needed to correct the situation as follows: (1) provide a part or product to repair or replace any door panel in whatever stage of fitting and/or finishing it was in when originally supplied by Kolbe (all replacement parts will be provided pursuant to the standards and/or specifications in effect at the time of the claim and not at the time of original manufacture), or (2) refund the price received by Kolbe for any door panel. Labor is not covered under this warranty. The warranty for replacement products (including upgrades thereto), furnished pursuant to this Limited Warranty, will be limited to the remainder of the warranty period of the original product. This Limited Warranty applies only if the Kolbe door unit is installed in a structure located within the continental United States or Canada. Steel door panels are not covered by this Limited Warranty.

Insulating glass installed in the door panels carries a ten (10) year warranty and covers obstruction of vision resulting from film formation or dust collection between the interior glass surfaces. The warranty for glass, as stated herein, is the only Kolbe glass warranty applicable to the fiberglass door panels. Kolbe's Express Limited Warranty for Insulating Glass is a separately published warranty and is not applicable to the fiberglass door panels to which this Limited Warranty applies.

The effectiveness of an inert gas inside an insulating glass unit will be eliminated, 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.

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. The warranty for prefinish, as stated herein, is the only Kolbe prefinish warranty applicable to the fiberglass door panels. Kolbe's Express Limited Warranty for Prefinishing is a separately published warranty and is not applicable to the fiberglass door panels to which this Limited Warranty applies.

Other components of the fiberglass door panel, such as, the hardware and frame, are covered by Kolbe's Express Limited Warranty for Window and Door Products.

#### **WARRANTY EXCLUSIONS AND LIMITATIONS**

Kolbe does not warrant any of the following:

- (a) Product claims caused by accident or abuse; or by improper installation, use, handling, storage, maintenance, or service.
- (b) Stress due to localized application of heat, movement of building or building components, or expansion or contraction of building or building components.
- (c) Damage due to freight carriers, common carriers, private transportation, or any other means of transportation or handling, after shipping from Kolbe.
- (d) Misapplication of products or faulty building design or construction, including, by example, inadequate flashings, caulking, building settlement or structural failures of walls or foundations.
- (e) Fire, corrosive fumes, condensation damage, acts of God, and/or any events or action beyond the control of Kolbe.
- (f) All components, parts, glass and labor supplied by parties other than Kolbe.
- (g) Harsh natural environmental conditions, including by example, substantial exposure to sun, salt spray, high humidity or airborne pollutants; other serve conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or domestic or wild animals.
- (h) Kolbe will in no event be liable for any labor relating to this Limited Warranty, including, but not limited to, installation of products or the finishing of any products or replacement parts or products. As stated above, replacement products or parts furnished under this Limited Warranty will be provided pursuant to the standards and/or specifications in effect at the time the warranty claim was made.
- (i) Minor variations in glass color or imperfections that do not affect the structural integrity of the glass or do not permanently and materially obstruct vision through the center viewing area of the glass.
- (j) Glass covered with aftermarket films.
- (k) Condensation, frost or mold resulting from humidity within the building and interior/exterior temperature differentials. Note: controlling condensation in your

home is the most effective action that can be taken to avoid condensation.

(l) Glass breakage.

(m) Any sound that occurs from decorative grids striking the glass due to vibrations from daily use or outside traffic is not considered an imperfection, nor is the grid touching the glass considered a defect.

EXCEPT AS OTHERWISE PROVIDED HEREIN, 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, OR LABOR. KOLBE IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY. THE REMEDIES PROVIDED AND REFERENCED BY 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 the disposition of the claim. 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.

**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.