



# Kolbe & Kolbe Millwork Co., Inc.

## EXPRESS LIMITED WARRANTY FOR PREFINISHING

This Express Limited Warranty extends to all WINDOW and DOOR products manufactured by Kolbe & Kolbe Millwork Co., Inc. (herein/after referred to as "Kolbe & Kolbe"). This Warranty applies only if the Kolbe & Kolbe product is installed in a structure located within the United States of America or Canada. Kolbe & Kolbe does not warrant any product which is installed outside the United States 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.

This Warranty runs from the original date of purchase from the retailer/dealer and is extended to all first end users of Kolbe & 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 to the standards and/or specifications in effect at the time of claim and not at the time of original manufacture.

Our products are primarily manufactured with wood. Wood, by its nature, has natural variations in color or texture and these are not defects. Bleed-through of pitch is also not a wood defect. Wood will expand and shrink and must be protected from moisture or excessive heat and dryness. The new woodwork must be protected from these elements of nature and all edges and faces of doors and windows must be thoroughly finished by the purchaser or this Warranty shall not apply. Paint/finishes are not maintenance free items, nor always "perfect" matches between substrates. Please refer to the numerous additional publications published by Kolbe & Kolbe on finishing, maintaining, operating and refinishing your windows.

### A. Factory Applied Latex Primers

Kolbe & Kolbe's standard wood exterior/interior latex primed units are warranted for a period of five (5) years from the date of purchase against cracking, peeling, checking or delaminating, subject to the following terms and exclusions: (1) Factory primed units must be field finished within thirty (30) days of installation with a latex topcoat. (2) Latex priming of stile and rail doors will void any and all warranties to doors. All sash doors must be oil-base, field-primed or factory-primed for this Warranty to apply. (3) 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. Should the primer fail, and the conditions set forth above have been satisfied, Kolbe & Kolbe will provide the full cost of replacement paint only during the first year of this Warranty; seventy-five percent (75%) thereof during the second year; fifty percent (50%) thereof during the third year; and twenty-five percent (25%) thereof during the fourth and fifth years.

### B. Interior Prefinish

This Warranty applies to all finishes, stains, latex finish, and/or K-Kron II. The interior finish is warranted for a period of five (5) years from the date of purchase against cracking, peeling, checking or delaminating subject to the following terms and exclusions: 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, moisture penetration, or improper cleaning. Should the finish fail, and the conditions set forth herein have been satisfied, Kolbe & Kolbe will provide the full cost of replacement paint only during the first year of this Warranty; seventy-five percent (75%) thereof during the second year; fifty percent (50%) thereof during the third year; and twenty-five percent (25%) thereof during the fourth and fifth years.

### C. Optional K-Kron II High Performance Exterior Finish

1. Film Integrity – 10 Years – The K-Kron II system will resist cracking, peeling and flaking of the applied paint film for a period of ten (10) 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.
2. Color Retention – 5 Years – It is warranted that there shall be a maximum of five (5) Delta E Units (NBS) color change, per ASTM D-2244 spec, for a period of five (5) years after purchase. Not covered is any color change which results from movement of pitch through the film.

In the event a failure occurs, Kolbe & Kolbe reserves the right to determine the best method needed to correct the situation, including but not limited to, the refinishing in the field of the failed part(s). In order for the Warranty to be in effect, you must notify us in writing of the failure within thirty (30) days of the discovery of such problem and provide documentation. We may require clear pictures along with paint chips, if available, of the affected product. If we repaint, we will use normal repainting practices including a trade paint product or other suitable alternatives. The Warranty also applies to the part we repainted/refinished, repaired, or replaced, but only for the unexpired portion of the Warranty period applicable to the original part.

Factory requested "mixing" of prefinish products by Kolbe & Kolbe, such as a latex top coat put over the K-Kron primer (KPII) is not warranted and is not a standard item we offer. The products are by two different vendors, and though they may be compatible, we will not expect one vendor to warrant a product over/under another vendor's product.

### D. Paint Performance on Aluminum Clad Products

Kolbe & Kolbe warrants the paint performance on its aluminum clad products as follows:

1. Standard Clad Products. The aluminum on our standard clad products (Standard Clad is defined as having a roll-formed cladding on the frame and sash), is finished with a polyester coating that is warranted against cracking, checking, or peeling, for a period of twenty (20) years from the date of purchase. Excluded from this Warranty is any minute fracturing which may occur in the fabrication (roll-forming) of the parts.

The coating is warranted for a period of five (5) years from the date of purchase against chalking in excess of ASTM D-659-80 number six (6) rating, determined by the procedure outlined in ASTM D-659-80 specification test, and, against color change of more than seven (7) Delta E units as determined by ASTM method D-2244.

Non-standard color finishes, if of a quantity sufficient to be factory-finished (by our supplier) shall be warranted as stated herein. However, for clad orders insufficient in size to receive the factory-applied (coil coated) polyester finish, the K-Kron II warranty will apply as they will be finished with K-Kron II.

In the event a failure occurs within the warranty period, Kolbe & Kolbe will, at its discretion, either (1) refinish the product in the field, or (2) pay the cost of refinishing, or (3) replace as necessary, or (4) refund the original purchase price of the product.

2. Ultra Series and/or Magnum Series Products. The aluminum on our Ultra Series and Magnum Series is finished with a 70% PVDF fluoropolymer coating that will not crack, check, or peel and is warranted for a period of thirty (30) years from the date of purchase. This Warranty does not include minute fracturing or surface mars which may occur in the fabrication of the parts.

For twenty (20) years from the date of purchase, the coating is warranted against chalking in excess of ASTM D-4214-89 number six (6) rating, determined by the procedure outlined in ASTM D-4214-89 specification test, and against change in color of more than seven (7) Delta E units as determined by ASTM method D-2244.

This Warranty applies to all non-exotic fluoropolymer finished colors. Our non-fluoropolymer coating exceptions apply to any non-fluoropolymer coating which is supplied on a clad product. For cladding colors finished with our K-Kron II finish, the Warranty covering our K-Kron II finish in all instances shall apply.

### General Terms of Standard Clad Products and/or Ultra Series/Magnum Series Products

If the polyester or fluoropolymer coating(s) fail to comply with the stated Warranty, you may be required to provide information to assist us in determining the exact cause of the failure. ASTM and NCCA (National Coil Coaters Association) testing procedures will be used. Kolbe & Kolbe reserves the right to select contractors and pay for labor and material reasonably necessary to repaint, repair, or replace, at Kolbe's option, the failed product or, if we find that repair or replacement is not practical, we may elect to refund the original purchase price of the product. In order for this Warranty to be in effect, you must notify Kolbe & Kolbe of the failure in writing within thirty (30) days of its discovery and provide documentation thereof requested by Kolbe & Kolbe. If refinishing is the option chosen, it shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation. After replacement or refinishing, the repaired area shall be deemed to have been installed as of the original installation date for purposes of the application of this Warranty to the repaired area.

The full Warranty applies to 100% of the corrective action in the manner specified herein when attributable to failures of the polyester paint for the first ten (10) years from the date of purchase. During the succeeding ten (10) to twenty (20) years, Kolbe & Kolbe will be liable for the following percentages of the corrective action attributable to polyester paint failures: year 11 to 13 - 70%; year 14 to 17 - 30%; year 18 to 20 - 5%.

The full Warranty applies to 100% of the corrective action when attributable to fluoropolymer paint performance for the first twenty (20) years from date of purchase. For the succeeding ten (10) years, Kolbe & Kolbe's responsibility for corrective action attributable to fluoropolymer paint failures is as follows: year 21 to 24 - 60%; year 25 to 27 - 30%; year 28 to 30 - 5%.

The warranty for the finishes on our standard, Ultra Series, and Magnum Series does not apply to circumstances which we cannot 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, or used in a manner not originally intended, (e) detriment due to "air pollution" or caustic washes or (f) environmental conditions or use exceeding design standards.

In areas of high salt concentration (defined as locations within 1,000 feet of a salt water shoreline at mean high tide) the standard or fluoropolymer finished clad products are warranted to protect the underlying aluminum from corrosion due to salt spray for a period of ten (10) years. After the first two (2) years, there will be a charge for labor for any refinishing or repair if a failure occurs.

Should a defect covered by this Warranty in a high salt concentration area be brought to our attention, Kolbe will, at its discretion (1) refinish the product (2) repair the product (3) provide replacement part(s) or product(s), or (4) 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.

An optional "Warranty Addendum Request" may be made for our fluoropolymer finished clad products for high salt concentration areas. The form is available from your dealer or by writing to Kolbe & Kolbe. If the Addendum is approved by Kolbe & Kolbe, and the user responsibilities for periodic maintenance are fulfilled, it extends this Warranty in a high salt concentration area to a twenty (20) year warranty with the same provisions as our regular warranty.

### E. Other Finishes/Notes on Kolbe Products

In certain instances an option of anodized aluminum finish may apply. Only extruded aluminum may be anodized. In these instances, the anodized finish is warranted to resist cracking, crazing, flaking or blistering for a period of ten (10) years. Additionally, it is warranted that the color will not change more than five (5) Delta-E Hunter units. It's acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. The warranty applies only if under normal atmospheric conditions, which include general smog and air pollution of an entire area, but excludes specific areas of concentrated salt spray and/or chemical fumes. Under the condition that normal maintenance procedures of cleaning with a mild, non-detergent solution of soap and water, semi-annually, is performed, the finish is covered in salt spray locations. The definition of a salt spray area is the same as for our finishes. If it's determined that the anodizing fails to comply with the terms herein, the part(s) in question may be replaced and/or refinished/anodized or repainted at our discretion.

In certain instances a clear finish is applied on products. A clear finish is not warranted for any performance, interior or exterior. A clear finish by its name is clear and will not hide wood characteristics, and is not claimed to be UV stable or weatherable. Additionally, a clear finish may "spider crack" over time.

If Kolbe & Kolbe applies the final finish to a door panel with raised/flat panels there will be no warranty for the finish on the panels or where the panel intersects the stile and rails of the door. The raised panel in a door must float and will move causing the paint finish to crack. Further, due to the nature of the floating panel and the finish cracking, air/water infiltration through the panel may be experienced. This applies to K-Kron II or any staining on a door which has exterior exposure (applies to the inside and outside of such doors). If the door has only an interior exposure, the interior section of this warranty applies except for the aspect that the panels will float and may experience the related problems with the floating panel.

### WARRANTY 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 & 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 & KOLBE BE LIABLE FOR ANY COSTS OF SHIPPING, TAXES, DISASSEMBLY, REMOVAL OR REINSTALLATION OF THE PRODUCT OR ANY PART, INCLUDING, THE INSULATION 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 any of the above stated Warranty periods. In the 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 notice, a representative of Kolbe & Kolbe will examine the claim and advise the customer concerning its disposition. Kolbe & Kolbe shall not be liable for any product repaired or replaced without its prior written consent.

### NOTICE OF RIGHTS

Some states do not allow limitations 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 & 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 & Kolbe and any customer relating to this Warranty, any agreement between Kolbe & Kolbe and a customer, any Kolbe & Kolbe product or any dealings between Kolbe & 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 any 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.