



Kolbe & Kolbe Millwork Co., Inc. ("Kolbe"), would like to take this opportunity to thank you for purchasing our products.

## Kolbe Fiberglass Panel Express Limited Warranty

This Limited Warranty applies to Fiberglass Door Panels supplied for residential building construction shipped on or after the effective date herein, when purchased from an authorized Kolbe distributor or dealer and when installed in a residential structure in the U.S.A. or in Canada. This Limited Warranty is extended to all first end users of the Kolbe product and is transferable to subsequent end users for the remainder of the stated warranty period for the product as installed in the original structure. 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 as noted below. For covered products, Kolbe will repair, replace, or refund pursuant to the "Remedy" section below, subject to the terms, conditions, limitations, and exclusions of this Limited Warranty. All warranty coverage periods begin at the date of shipment from Kolbe unless otherwise stated herein. For California residents, this Express Limited Warranty commences on the date the original products are received by the first end user consumer ("end user").

### GENERAL PRODUCT

Except as otherwise expressly provided within this Limited Warranty, Kolbe warrants that the fiberglass door panel will be free from defects in workmanship and materials that would render it unserviceable or unfit for the ordinary use for which it is manufactured for a period of ten (10) years from the date of shipment. Other components of a unit with a fiberglass door panel installed, such as, the hardware, frame, and weatherstripping, are covered by Kolbe's Window and Door Express Limited Warranty.

### INSULATED GLASS

Insulated glass units are warranted for a period up to ten (10) years from date of shipment for visual obstructions as a result of failure of the insulated glass seal. The warranty for glass, as stated herein, is the only Kolbe glass warranty applicable to

the fiberglass door panels. Kolbe's Window and Door Express Limited Warranty, which includes an Insulating Glass section, is a separately published warranty and is not applicable to the fiberglass door panels to which this Limited Warranty applies.

This Limited Warranty does not cover changes in thermal efficiency or the amount or percentage of argon, or other inert gas present in insulating glass. Inert gas dissipates over time and may be ineffective in products with capillary tubes.

### APPLIED FINISHES

Fiberglass door panels are not supplied prefinished as standard and must be field or factory finished. Unfinished doors may not maintain their original door skin color. Any factory-applied topcoat finish is warranted for a period of five (5) years from cracking, peeling, and flaking. Factory-applied

## Kolbe Fiberglass Panel Express Limited Warranty

topcoat finishes shall also be warranted for a period of two (2) years 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 factory-applied topcoat finishing, as stated herein, is the only Kolbe prefinish warranty applicable to the fiberglass door panels.

### DOOR PANEL WARP

Door panel bow, twist, and/or warp is not a product defect unless in excess of ¼ inch in the plane of the door for panels up to seven (7) feet in height. Door panels which are more than seven (7) feet in height are eligible for warranty coverage for warp when the warp is greater than 3/8 inch in the plane of the door panel but must be ordered with multi-point lock systems

to qualify. A warranty decision 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 to Kolbe. If a door panel has been installed prior to such claim being made, the door panel must remain hung in the original installation, with locking systems engaged, during the period of deferment to permit conditioning to humidity and temperature. Warp shall be determined 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), with the door panel in its installed position. The measurement of bow, cup, and/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.

### REMEDY

This Limited Warranty is not a warranty of future performance, but only a warranty to repair, replace, or refund. Upon receipt of a claim that is covered and not excluded pursuant to the terms herein, Kolbe will, at its option, (1) repair or replace the product or component, or (2) refund the price received by Kolbe for the product or component. Product removal, installation, finishing, refinishing, and disposal costs and services are not included in this Limited Warranty. Labor and travel expenses are not covered under this Limited Warranty. The remedies provided by this Limited Warranty apply only when the Kolbe products have been paid for in full, installed, finished, maintained, and operated in accordance with Kolbe's instructions and pursuant to all other terms, conditions, and exclusions provided herein. Kolbe will make all attempts to supply original replacement parts; however, replacement parts may differ from the original parts. The warranty period for replacement products (including any upgrades thereto) furnished pursuant to this Limited Warranty will be limited to the remainder of the warranty period provided for the original product. Thus, receipt of replacement product does not re-start the warranty coverage period.

## WARRANTY EXCLUSIONS AND LIMITATIONS

Kolbe offers NO WARRANTY for any of the following:

- Defects and/or damage caused by improper or inadequate: handling, non-Kolbe shipping delivery, installation, storage, job site finishing, and/or failure to follow Kolbe maintenance requirements.
- Products that have been stressed or strained due to excessive heat buildup with the application of an exterior storm door.
- Improper use or application of the product, negligence, abuse, normal wear and tear, or damage due to environmental or natural elements.
- Claims relating to or resulting from the product's installation or use in applications which exceed the product's performance design standard.
- Products manufactured using specifications and/or designs specified by or on behalf of the end user which are inconsistent with Kolbe's standard specifications.
- Products which have been modified by others.
- Field mulls and field finishes.
- Allowable glass imperfections as outlined in ASTM or other industry standards which do not affect structural integrity including, but not limited to, glass color and tempered glass distortions.
- Rattling or movement of grilles/bars in the airspace, glass having field applied films or coatings, or incorporating night insulation.
- Any product installed in structures that do not allow for proper moisture management or drainage of moisture such as Exterior Insulation and Finish Systems (EIFS), also known as "synthetic stucco" or other like barrier types of construction.
- Products installed without sill pans when industry standards

## Kolbe Fiberglass Panel Express Limited Warranty

---

- and building codes require the use of sill pans.
- Products installed near swimming pools, saunas, hot tubs, greenhouses, or other high humidity environments.
  - Products exposed to prolonged and/or excessive moisture, foliage soil, including all products in contact with the ground.
  - Products not stored in a dry condition prior to installation.
  - Claims relating to or resulting from condensation, frost, mold, mildew, or fungus on product surfaces.
  - Corrosion, wear, or failure of the panel due to environmental conditions such as air pollutants, acid rain, chemicals, accumulation of concentrated salt deposits, or exposure to other highly corrosive or abusive substances.
  - Products which have been cleaned with razor blades, brick wash, or other inappropriate cleaners or chemicals.
  - Door products supplied with optional oak or mahogany sills, adjustable sills, and/or any sill other than what Kolbe has certified their products with.
  - Doors without multi-point locks which have not been certified.
  - Vinyl parts and weatherstrip with non-factory-applied paint or stain.
  - Dual pane insulated glass without capillary tubes installed more than 5,000 feet above sea level, or triple pane insulated glass without capillary tubes installed more than 3,500 feet above sea level.



### DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

THIS EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY OFFERED BY KOLBE FOR THE FIBERGLASS DOOR PANEL FOR THE EFFECTIVE DATE REFERENCED HEREIN AND IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED. KOLBE DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES, AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS AND EXCLUDES ALL WARRANTIES IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES, THE DURATION

OF ANY IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE PRODUCTS SHALL BE LIMITED TO THE APPLICABLE WARRANTY PERIOD FOR THAT PRODUCT. ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS OR PERFORMANCE STANDARDS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY. KOLBE SHALL NOT BE LIABLE TO THE END USER OF THE PRODUCT, OR TO ANYONE CLAIMING UNDER SAID END USER, OR ANY OTHER PARTY, FOR ANY OTHER REMEDIES, OBLIGATIONS, OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHER TORT, OR ANY THEORY OF STRICT LIABILITY, WITH

## Kolbe Fiberglass Panel Express Limited Warranty

---

RESPECT TO THE PRODUCT OR KOLBE'S ACTS OR OMISSIONS OR OTHERWISE. KOLBE'S AGGREGATE LIABILITY WITH RESPECT TO ANY PRODUCT AND THIS LIMITED WARRANTY SHALL BE LIMITED TO THE MONIES PAID TO KOLBE FOR THAT PRODUCT. ANY CUSTOM PRODUCT WHICH IS MANUFACTURED ACCORDING TO CUSTOMER SPECIFICATIONS AND OUTSIDE OF KOLBE STANDARD SPECIFICATIONS IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY. UNDER NO CIRCUMSTANCES WILL KOLBE BE LIABLE FOR ANY COSTS, OF ANY NATURE WHATSOEVER, RELATED TO ANY OF THE FOLLOWING: PRODUCT, REMOVAL, REINSTALLATION, LABOR AND/OR ON-SITE TESTING OF THE PRODUCT OR ANY PART THEREOF.

IN NO INSTANCE SHALL KOLBE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY OR LOST PROFITS, EVEN IF KOLBE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE KOLBE'S SOLE AND EXCLUSIVE OBLIGATION AND ARE THE END USER'S SOLE AND EXCLUSIVE REMEDIES, IN LIEU OF ALL OTHER REMEDIES AT LAW OR EQUITY.



### **CERTIFICATIONS AND PRODUCT RATINGS**

Many Kolbe products are labeled with the Window and Door Manufacturers Association (WDMA) Hallmark Certification. This certification is based on the performance of a single sample of the product at the time of manufacture. Additionally, many standard Kolbe products are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical product sample testing. Certifications and ratings typically apply to single products only. However, certain factory mulled or combined product configurations may also be certified. Performance of individual units may vary and will change over time. WDMA CERTIFICATION AND NFRC RATINGS ARE NOT WARRANTIES OF PERFORMANCE OR OTHERWISE.

### **SUITABILITY**

In addition to complying with all the terms and conditions of this Limited Warranty, the end user must satisfy the following obligations in order to be eligible for coverage by this Limited Warranty. Prior to using or permitting use of the product, the end user shall determine the suitability of the product for the intended use and the end user assumes all risk and liability whatsoever in connection therewith. It is the customer's responsibility to assess individual environmental conditions such as weather conditions, water drainage requirements, and integrity of the structure into which the products are installed. Kolbe is not responsible for determining product suitability and compliance with local or other applicable building codes or standards, or for designing or installing any flashing or sealing system. Further, Kolbe will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. The end user agrees to review and evaluate the product promptly upon receipt to ensure compliance with all specifications, quality requirements, and other requirements of the end user's application. Kolbe has no post-sale duty to warn the end user or any other party about any matter.

### **PRODUCT IMPROVEMENTS**

Kolbe reserves the right to change its products or any portions thereof without being obligated to provide such a change or improvement for product sold prior to such change being implemented.

### **NO WAIVER; SEVERABILITY**

Kolbe may, in its discretion, extend benefits beyond what is covered under this Limited Warranty as a courtesy or goodwill gesture. However, any such extensions shall apply only to the specific instance in which it is granted and shall not constitute a waiver of Kolbe's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all circumstances. The provisions of this Limited Warranty are severable and independently enforceable.

## Kolbe Fiberglass Panel Express Limited Warranty

---

### PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THIS LIMITED WARRANTY

Written notice of any claim under this Limited Warranty must be provided to Kolbe & Kolbe Millwork Co., Inc., 1323 S. Eleventh Avenue, Wausau, Wisconsin 54401-5998, by the end user 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 or provinces do not allow limitations on the length of an implied warranty and some states or provinces do not

allow the exclusion or limitation of incidental or consequential damages. In such instances, these limitations or exclusions may not apply in all circumstances. This Limited Warranty gives the end user of the product specific legal rights. However, the end user may also have other rights which vary from state to state or province to province. No Kolbe distributor or dealer of Kolbe products has the authority to alter or change these warranties either orally or in writing.

### CLASS ACTION WAIVER

Any dispute resolution proceeding will be conducted only on an individual basis and not as a plaintiff or class member in any purported class or representative action. Any proceedings arising from or related to products covered by this Limited Warranty shall not be consolidated with any other proceedings involving Kolbe or any other entity or person.

---

### GOVERNING LAW

This Limited Warranty and all claims brought hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without regard to its conflict of laws principles. Any action, claim, suit, or proceeding arising from or relating to this Limited Warranty shall be litigated solely and exclusively before the United States District Court for the Western District of the State of Wisconsin. The parties' consent to *in personam* jurisdiction of said court for the purposes of any such litigation and waive fully and completely, any right to dismiss and/or transfer any action pursuant to 28 USC § 1404 or 1406 (or any successor statutes thereto) or the doctrine of *forum non conveniens*. In the event the United States District Court does not have subject matter jurisdiction for said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Marathon County, Wisconsin, and the parties' consent to the personal jurisdiction of such courts for the purpose of such litigation.