



## Kolbe & Kolbe Millwork Co., Inc.

### EXPRESS LIMITED WARRANTY ON INSULATING GLASS

Kolbe & Kolbe Millwork Co., Inc. (herein/after referred to as "Kolbe & Kolbe"), warrants that if the insulating glass is installed, maintained, and operated in accordance with Kolbe & Kolbe's instructions, the INSULATING GLASS only, if any, in Kolbe & Kolbe's products shall be free from defects in material and workmanship for a period of TWENTY (20) YEARS from the date of purchase from the retailer/dealer. This Warranty runs from the date of original 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 time of claim and not at the time of manufacture.

During the first ten (10) years after the date of purchase, Kolbe & Kolbe's obligations under this Warranty shall be limited to, at its option, the repair or replacement of the defective glass and/or at Kolbe & Kolbe's option to supply a new piece of glass installed in a new sash, for any insulating glass which it determines to be defective in material or workmanship under normal use and service. New replacements shall be provided F.O.B. Kolbe & Kolbe's factory at Wausau, Wisconsin.

After ten (10) years from the date of purchase, to twenty (20) years from the date of purchase, Kolbe & Kolbe's obligations under this Warranty shall be limited to granting a fifty percent (50%) credit against the then current list price of a comparable new piece of replacement insulating glass, or at Kolbe & Kolbe's option, glass and sash, for any insulating glass which it determines to be defective in material or workmanship under normal use and service.

This Express Limited Warranty extends to all insulating glass in all Kolbe & Kolbe products. 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. The removal of the insulating glass unit from the sash/frame or removal of a fixed sash from the frame, as originally installed by Kolbe & Kolbe, will void this Warranty.

#### EXCEPTIONS TO WARRANTY

This Express Limited Warranty is subject to the following exceptions:

- 1) Any laminated glass is warranted for a period of five (5) years against delamination which materially obstructs vision through this product, whether it is single glazed and/or is part of the construction of an insulating glass unit. When laminated glass is used in the construction of an insulating piece of glass, the warranty of the piece of "insulating" glass is the same as other insulating glass. Only the laminated glass is limited to five (5) years against delamination.
- 2) All insulating glass, except that known as TDL (True Divided Lite) or cutlite, tempered glass, and/or any glass having an aspect ratio greater than 6:1 in glass size, shall be free from stress cracks for a period of one (1) year from the date of purchase. TDL glass, tempered glass, glass with an aspect ratio greater than 6:1, and/or single-glazed (non-insulating glass – including laminated glass) units have no Warranty on glass stress crack breakage. A stress crack is a crack in the piece of insulating glass that occurs only on the inside lite of the piece of insulating glass, usually from a rapid change in temperature.
- 3) The effectiveness of an inert gas inside an insulating glass unit will be eliminated in that unit 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.
- 4) Though "direct set" PDL (Performance Divided Lite – aka – SDL or Simulated Divided Lite) is not a recommended option, should it be provided, and a replacement of the glass be required, the replacement of the bars is not warranted. Kolbe & Kolbe shall provide new bars for the glass, but application of the new bars and/or removal of the old bars is the responsibility of the consumer/owner. Any PDL bars not installed by Kolbe & Kolbe are not warranted to stay on the glass.

#### WARRANTY EXCLUSIONS

This Warranty does not cover glass breakage (with the exceptions and limitations as described in the stress crack section of this Warranty), glass color, bent glass, triple insulating, decorative/art type glass (except our standard Decorative Series), distortion (including tempered glass), minor glass imperfections that do not affect the normal vision or product performance including curvature of glass due to atmospheric conditions, 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 this Warranty, 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, the rattling of grilles in an air space, scratches to the glass caused by sanding/poor finishing techniques, 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. Condensation or frost is not a defect but is a result of excessive humidity.

## **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 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 & 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 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.