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

VistaLuxe® Collection AL LINE Express Limited Warranty

This Limited Warranty applies to the VistaLuxe Collection AL LINE of windows and doors shipped on or after the effective date herein, when purchased from an authorized Kolbe distributor or dealer and when installed in a structure in the U.S.A. or in Canada. This Limited Warranty is extended to all first-end users of Kolbe products and is transferable to subsequent end users for the remainder of the stated warranty period for the products as installed in the original structure. If the products are installed, finished, maintained, and operated in accordance with Kolbe's instructions, the products as manufactured, shall be free from defects in material and workmanship that would render them unserviceable or unfit for the ordinary use for which each window or door is manufactured. 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 its window and door products will be free from defects in workmanship and materials that would render them unserviceable or unfit for the ordinary use for which they are manufactured for a period of ten (10) years from the date of shipment.

INSULATED GLASS

Insulated glass units supplied and delivered by Kolbe that are under sixty (60) square feet are warranted for a period of twenty (20) years from date of shipment for visual obstructions as a result of the failure of the insulated glass seal. If a failure occurs, Kolbe will provide replacement glass only, free of charge, for a period of twenty (20) years. Non-tempered glass under sixty (60) square



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* Builders of spec (speculation) homes who build homes intended for sale on the open market (as opposed to being directly sold to a customer) are considered end users under the terms of this Limited Warranty.



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feet shall be free from stress cracks resulting from defects in workmanship or material for a period of five (5) years from date of shipment. Other insulated glass, including, but not limited to, sizes sixty (60) square feet and larger, laminated glass with PDV interlayers, colored glass, bent glass, art glass, electrochromic glass, Polymer Dispersed Liquid Crystal (PDLC) and Polymer Stabilized Cholesteric Texture (PSCT) liquid crystal technology glass, and other specialty insulated glass carry the same warranties that Kolbe receives from its suppliers. Specific glass warranties will be listed with the quote.

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.

SURFACE FINISH – ALUMINUM

The VistaLuxe Collection AL LINE is available in a Painted, Pre-Ano painted, or anodized finish. The performance of the painted finishes when exposed to normal atmospheric conditions, is warranted against cracking, checking, or peeling for twenty (20) years from date of shipment. Additionally, the finishes are also warranted for twenty (20) years, from date of shipment, against color fade in excess of seven (7) Delta E and paint chalking in excess of an ASTM number six (6) rating per procedures listed in AAMA's related performance specification. Anodized finishes are warranted to resist cracking, checking, or fading for a period of ten (10) years from shipment. Metallic paint colors and structure metallic paint colors are warranted against manufacturing defects resulting in loss of adhesion only for a period of ten (10) years from the date of shipment from Kolbe.

AREAS OF HIGH SALT CONCENTRATION

In areas of high salt concentration (defined as locations within 5,000 feet of a saltwater shoreline at mean high tide and/or other saltwater and/or corrosive environments) the exterior finish of the following products are warranted to be free from manufacturing defects that result in abnormal corrosion or loss of adhesion of the exterior finish for a period of ten (10) years from shipment: products with the Pre-Ano finish or standard anodized finish applied. Abnormal corrosion is defined as damage to the finish, such as peeling, flaking, or blistering beyond what normally occurs in high salt concentrated areas. Conditions in high salt concentration areas are very corrosive, and it is normal for more deterioration to occur in these areas than in other environments. Kolbe's maintenance requirements for Finishes in High Salt Environments, found at www.kolbewindows.com under "Resources" and "Care & Maintenance," must be followed in order for this warranty to be in effect.



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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. In evaluating a warranty claim for aluminum, painting, anodizing or glass, Kolbe uses the (ASTM) 10-foot observation determination distance in which an object is viewed at a 90-degree angle to the surface.

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 products does not re-start the warranty coverage period.

HARDWARE AND OTHER PRODUCT PARTS AND COMPONENTS

Kolbe warrants that the mechanical operation of the hardware in the window and door products will be free from defects rendering the operation unfit for ordinary use for a period of ten (10) years from the date of shipment. Likewise, stainless steel hardware, or hardware specially coated to be protected in or installed in areas of high salt concentration, will be free from defects that result in abnormal finish deterioration for ten (10) years from the date of shipment. Kolbe warrants that the electronic hardware operation, sensors and integration componentry and other motorized accessories, window opening control devices, weatherstripping, and screens in its window and door products will be free from defects in workmanship and materials which would render them unserviceable or unfit for ordinary use for a period of two (2) years from date of shipment.



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, field glazing, storage, job site finishing, and/or failure to follow Kolbe maintenance requirements.
- 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.
- 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.
- 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.
- Stepped edge insulated glass units.
- Spontaneous breakage of tempered glass.
- Rattling or movement of grilles/bars in the airspace, glass having field-applied films or coatings, or incorporating night insulation.
- Claims relating from condensation, frost, mold, mildew, or fungus on product surfaces.
- Unapproved products, finishes, or glass installed/used near swimming pools, whirlpool tubs, spas, or other high humidity, aggressive atmosphere areas, or sources of chlorine, except for Pre-Ano painted finishes which are not excluded here.
- Variations in the color of anodized finishes. Anodized portions of the product will vary due to aluminum alloy and factors in the anodization process.
- Normal wear of the product or normal discoloration of finishes including, but not limited to, anodized finishes and the tarnishing of brass and/or oil-rubbed finishes.
- Exterior screens and hardware not specifically designated for use when installed in salt water or aggressive atmosphere conditions.
- Any product installed into a system or structure which does not allow for proper moisture management or proper drainage of moisture, such as Exterior Insulation and Finish Systems (EIFS), also known as synthetic stucco or other like barrier types of construction.
- Corrosion (except for abnormal corrosion discussed above), wear, or failure of components 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 when incorrect finish is specified.
- Products which have been cleaned with razor blades, brick wash, or other inappropriate cleaners or chemicals.
- Temporary thermal expansion, bowing, or twisting resulting from direct sunlight and/or significant differential between indoor and outdoor temperatures of units in high heat conditions.
- Units that are not properly weeped to avoid accumulation of moisture or water.
- Damage due to contact with certain metals, woods or other materials which can cause a galvanic or corrosive reaction.
- Products installed without sill pans when industry standards and building codes require the use of sill pans.
- Products that have been stressed and strained from job site handling building movement or settlement.
- Products with improperly installed security systems.
- Claims relating to personal or other injury resulting from falls from windows whether or not the windows encompassed screens and/or window opening control devices (WOCD). Screens are NOT designed to prevent falls. WOCDs must be tested monthly, and children must be supervised near open windows.



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DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

THIS EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY OFFERED BY KOLBE FOR THE PRODUCTS AND 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 OWNER OF THE PRODUCT, OR TO ANYONE CLAIMING UNDER SAID OWNER, 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 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 SHIPPING, TAXES, OR LABOR FOR ANY OF THE FOLLOWING: DISASSEMBLY, REMOVAL, REINSTALLATION OR ON-SITE TESTING OF THE PRODUCT OR ANY PART, PAINTING, STAINING, OR ANY OTHER ACTIVITY NECESSARY IN FINISHING THE REINSTALLATION.

IN NO INSTANCE SHALL KOLBE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY, LOST PROFITS, LOSS OF ENJOYMENT, BUSINESS LOSS OR RENTAL LOSS 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

Products are tested and certified by independent, third-party entities. These certifications are based on the performance of a single sample of the product at the time of manufacture and may receive 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. 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

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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.

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.