



Kolbe & Kolbe Millwork Co., Inc.

EXPRESS LIMITED WARRANTY FOR PREFINISHING



Kolbe & Kolbe Millwork Co., Inc. (hereinafter referred to as "Kolbe"), warrants that, if installed, finished, maintained and operated in accordance with Kolbe's instructions, the prefinish on WINDOW and DOOR products manufactured by Kolbe 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 the periods after shipment by Kolbe as specified below.

This 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. This Warranty applies only if the Kolbe products are installed in a structure located within the United States of America or Canada. It applies only to products as originally installed and does not apply to any tear outs or reinstallations. Should Kolbe determine that a replacement part or product is warranted, it may request return of the original item at issue.

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 distributed by Kolbe on finishing, maintaining, operating and refinishing your windows. Field prefinishing must follow the requirements as set forth in Kolbe's field prefinishing publications as found at www.kolbe-kolbe.com. This warranty is void if the product is not primed and finished immediately upon delivery by Kolbe and if required maintenance is not performed.

A. Factory Applied Latex Primers for Wood Products

Kolbe's standard wood exterior/interior latex primed units are warranted for a period of five (5) years from the date of shipment against the primer film cracking or peeling, subject to the following terms and exclusions: (1) Factory primed units must be field finished immediately upon delivery with a latex topcoat. (2) Latex priming of stile and rail doors will void any and all warranties to doors. All stile & rail doors must be oil-based, 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, checking, delaminating, 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 film fail, and the conditions set forth above have been satisfied, 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 for Wood Products

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 shipment against the film finish cracking or peeling, 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 checking, delaminating, or failure of the substrate, improper installation and maintenance, moisture penetration, peeling resulting from condensation, or improper cleaning. Should the finish film fail, and the conditions set forth herein have been satisfied, 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 for Wood Products

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 shipment. Failures or defects not covered include substrate failures; i.e., knots, cracks, panel shifts, or joint separation.

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 shipment. Not covered is any color change which results from movement of pitch through the film.

In the event a failure occurs, 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. Kolbe may require clear pictures along with paint chips, if available, of the affected product. Should repainting be required, Kolbe recommends normal painting practices including a trade paint product or other suitable alternatives. Repainted, refinished, repaired or replaced items shall be covered, but only for the unexpired portion of the Warranty period applicable to the original part. Factory requested "mixing" of prefinish products by Kolbe, such as a latex top coat by another vendor put over the K-Kron primer (KPII) is not warranted and is not a standard item Kolbe offers.

D. Paint Performance on Aluminum Clad Products

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

1. Classic Series Clad Products. The aluminum on our Classic Series clad products (Classic Series Clad is defined as having a roll-formed cladding on the frame and/or 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 shipment. 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 shipment 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. For cladding colors finished with our K-Kron II finish, the Warranty covering our K-Kron II finish in all instances shall apply. In the event a failure occurs, Kolbe reserves the right to determine the best method needed to correct the situation following the same guidelines as in Section C above.

2. Ultra Series and/or Magnum Products. The aluminum on our Ultra Series and Magnum products 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 shipment. 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 shipment, the coating is warranted against chalking in excess of ASTM number six (6) rating, determined by the procedure outlined in ASTM D659 specification test, and against change in color of more than seven (7) Delta E units as determined by ASTM method D3964.

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 Classic Series Clad Products and/or Ultra Series/Magnum 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 reserves the right to select contractors and pay for reasonably necessary charges to repaint, repair or replace, at Kolbe's option, the failed product or, if Kolbe finds that repair or replacement is not practical, Kolbe may elect to refund the original purchase price of the product. In order for this Warranty to be in effect, you must notify Kolbe of the failure in writing within thirty (30) days of its discovery and provide documentation

thereof requested by 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 Warranty applies to performance of the polyester paint for the first ten (10) years from the date of shipment. During the succeeding ten (10) to twenty (20) years, 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 Warranty applies to fluoropolymer paint performance for the first twenty (20) years from date of shipment. For the succeeding ten (10) years, Kolbe's responsibility for corrective action attributable to fluoropolymer paint failures is as follows: year 21 to 23 - 60%; year 24 to 27 - 30%; year 28 to 30 - 5%.

The warranty for the finishes on our Classic Series, Ultra Series, and Magnum Products does not apply to circumstances which Kolbe 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 5,000 feet of a salt water shoreline at mean high tide and/or other salt water source) the finished clad products are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of the exterior cladding or finish for a period of ten (10) years for fluoropolymer finishes (Ultra Series) or two (2) years for polyester finishes (Classic Series). The ten (10) year warranty for fluoropolymer finishes (Ultra Series) includes labor for the first two (2) years with a charge for labor, including refinishing and repair, after the two (2) year period. The determination as to whether abnormal corrosion or deterioration in the area of high salt concentration has occurred will be made at Kolbe's sole discretion. Conditions in high salt concentration areas can be very corrosive and it is normal for more deterioration to occur in these areas than in other environments. Kolbe's maintenance requirements for 70% PVDF Fluoropolymer Paint Finish in High Salt Environments, found at www.kolbe-kolbe.com under "Product Info" and "Care & Maintenance," must be followed.

An optional "Warranty Addendum Request" may be made for our fluoropolymer finished (Ultra Series) clad products for high salt concentration areas. The form is available from your dealer or by writing to Kolbe. If the Addendum is approved by 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 without the two year labor limitation.

E. Vinyl Products Finishing and Laminations

1. Vinyl Coated Products: Kolbe Vinyl coated (painted/finished) products provide a high performance, heat reflective finish coating specifically for vinyl windows and doors. The coating has been tested by independent, approved/certified AAMA (American Architectural Manufacturers Association) facilities to meet performance standards as determined by AAMA 613-98. It is warranted that this finish will resist cracking, peeling, checking, delamination, blistering and flaking for a period of 10 years. Failures or defects not covered include wear of components, improper storage, improper cleanings or installation in abnormal thermal situations. The coating may distort or warp the substrate due to excessive heat gain when the coated surface temperature exceeds approximately 149 degrees Fahrenheit. This limited warranty excludes fading, color change and the effects of weathering to the paint.

2. Vinyl Laminated Products: Kolbe Vinyl wood-look laminates are subject to a 10 year warranty against cracking, peeling, checking, delamination, blistering and flaking for interior use only. There is no exterior use warranty. Laminates are not weatherable. Failures or defects not covered include wear of components, improper storage or improper cleaning. Laminates should be cleaned with mild detergent and water only. Do not use cleaners containing ammonia. Use of ammonia will void this warranty. This limited warranty excludes fading, color change and the effects of weathering to the laminate.

F. 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 seven (7) Delta-E Hunter units. There are specific acceptable color ranges for an anodized color which are normal and 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 unless normal maintenance procedures of cleaning with a mild, non-detergent solution of soap and water, semi-annually or more is performed. 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 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 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 and/or 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 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 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, DISASSEMBLY, REMOVAL OR REINSTALLATION OF THE PRODUCT OR ANY PART, INCLUDING THE INSULATING 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 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 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, salesperson, dealer, retailer or other representative of 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 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 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.