



Kolbe & Kolbe Millwork Co., Inc.

EXPRESS LIMITED WARRANTY FOR THE TEUTONIC™ SERIES WINDOW AND DOOR PRODUCTS

KOLBE
WINDOWS & DOORS

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 Kolbe Teutonic Series of 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 a period of 10 (ten) years from the date of shipment by Kolbe. This warranty applies to the vinyl products marketed as the Teutonic Series only and does not apply to any other vinyl products manufactured by Kolbe. Vinyl products other than the Teutonic Series are covered by Kolbe's Express Limited Warranty for Window and Door Products.

In the event of a defect in material or workmanship, which is covered by this Express Limited Warranty, Kolbe reserves the right, at its option, to determine the best method needed to correct the situation as follows: (1) provide part/product to repair or replace any window/door in whatever stage of fitting and/or finishing it was in when originally supplied by Kolbe (all replacement parts will be pursuant to the standards and/or specifications in effect at time of claim and not at the time of original manufacture), or (2) refund the price received by Kolbe for any window/door. Labor is not covered under this warranty. The Warranty for replacement products (including upgrades thereto) furnished pursuant to this Warranty will be limited to the remainder of the warranty period of the original product.

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. The 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.

This warranty does not cover the items of glass/insulated glass and/or the prefinishing of Kolbe products. Those items are covered by their own warranties. Also, please refer to the section on OTHER EXCLUDED ITEMS for mention of hardware and other items not covered herein.

WARRANTY EXCLUSIONS AND LIMITATIONS

Kolbe does not warrant any of the following:

- (a) Unsatisfactory service or appearance of the product caused by failure to follow the standard handling, job finishing, installation instructions and maintenance requirements,
- (b) Condensation, frost and/or mold on exposed surfaces (condensation, frost and/or mold is not a defect in the product, but a result of excessive humidity),
- (c) Normal wear or discoloration of finishes, including, but not limited to, the tarnishing of brass and/or oil-rubbed finishes,
- (d) Natural variations in the color or texture of wood, (such as interior wood extension jambs)
- (e) Any special product or item which is manufactured according to specifications provided by the customer, its agents or representatives (see the following paragraph titled "Special Items and Products"),
- (f) Product performance in the event the product has been modified/ordered in any way from the product as tested and/or certified, such as, for example, a door unit without a multi-point locking system,
- (g) Environmental conditions or use exceeding design standards,
- (h) Corrosion, wear or failure of standard hardware, in seacoast high salt concentration areas and/or other highly corrosive environments. High salt concentration areas include, but are not limited to, 5,000 feet from a sea shoreline at mean high tide and/or other salt water source and/or pool enclosures with a high chlorine atmosphere,
- (i) Products which have non-Kolbe products mulled/attached to them and/or field-mulled units if not mulled to Kolbe's specifications,
- (j) Vinyl product components which have been field painted or stained,
- (k) Vinyl product components which have been exposed to unusual temperature situations.

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 OTHERS. UNDER NO CIRCUMSTANCES WILL KOLBE BE LIABLE FOR ANY COSTS OF SHIPPING, TAXES, LABOR FOR 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.

OTHER EXCLUDED ITEMS

There may be numerous components used in our products which are covered by their manufacturers' separate warranties. These include, but are not limited to, such items as, fiberglass screen cloth, numerous hardware items such as mechanical parts of locks and window operators/locks. Kolbe will provide copies of these warranties upon request.

SPECIAL ITEMS AND PRODUCTS

A "Special Item" or "Special Product" is an item or product manufactured by Kolbe to meet the specific requirements of a customer or construction project and which does not conform in every respect to Kolbe's standard manufacturing specifications. Representation in product literature does not qualify products for non-special/standard status. Special items and products also include items manufactured for special or unique uses or are designated as such prior to or at the time of the acceptance of a purchase order wherein Kolbe disclaims existence of a warranty to the purchaser as part of the purchase contract. Kolbe does not warrant or guarantee any such items or products, nor is any such item or product warranted or guaranteed to meet any specific window/door test. Under the circumstances, Kolbe will not assume responsibility in any respect for these items or products with respect to either their operation or function. Because of the variety of items and products customers request Kolbe to make, Kolbe cannot foresee how each of these units will perform when installed at various construction and job site projects.

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 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 person has the authority to change or alter this warranty without the express written permission of Kolbe.

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 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.