

PINE DOOR SLAB 5 YEAR LIMITED WARRANTY

The Kimberly Bay Pine Wood Door slabs and Bifolds are designed for long lasting value for your home.

We warrant to the first original owner that our doors are free from defects in material or workmanship as below identified, valid from the manufacturing date for five years from the manufacturing date. If our door slab or bifold be considered as defective, we will, at our option, either repair or replace defective product or refund the purchase price.

We warrant the factory pre-finish on our Pine wood door slabs and bifolds for one (1) year from the date of initial purchase.

This warranty is not transferable.

If you have a problem with your Kimberly Bay Wood Door, immediately contact the distributor or dealer from whom you purchased it or contact us at <u>kimberlybaydoors.com</u> informing date and location of purchase, how to contact you, and a description of the problem and the door model itself.

Upon receiving your notification, we will send you an acknowledgement within three business days. We will then investigate your claim and take appropriate action within 30 days after the receipt of notification. If determined that our product does not have a defect covered by the warranty, we may charge an inspection fee for the onsite inspection. If determined that there is a defect, we will repair the product or ship the product to the distributor or person making theclaim in the same specification as the original product sold to the distributor. If we are unable to provide a replacement and repair is not practical or cannot be made timely, then we will refund the purchase price. If the claimed nonconformity is a door slab warping, we may hold the repairing or replacement for a period up to twelve(12) months from the date of claim. It is not uncommon for a temporary warp condition to occur as the door slab adjusts to local humidity and temperature conditions. This deferral will not be counted against the warranty period.

This warranty does not cover parts or components (e.g., locksets, handles, etc.). See your distributor or dealer regarding the warranty on the entire doorsystem and/or these other components.

We are not liable for:

• Natural weathering of surfaces or variations in the color or texture of wood.

• Problems due to misuse, abuse, failure on care and maintenance or as a result of any cause beyond our reasonable control (e.g.fire, food, earthquake, other acts of nature and acts of third parties outside our control).

• Problems related to: improper finishing of all surfaces (front and back) and edges (sides) of the door slab and frame; variation or unsatisfactory results in sheen or texture resulting from the field application of paint or any other finishing material.

- Warp which does not exceed 1/4" in the plane of the door slab itself.
- •Any warp for a 3'6" wide by 8'0" (1067 mm by 2450 mm) high or door slabs wider and/or higher are not guaranteed for warp.
- Bow or misalignment in the frame or jamb in which the door slab is hung.
- Wood cellular structure failure for woodcomponents and any components in direct contact with soil. Note: Superficial mold/mildew does not indicate wood cellular structure failure.
- Problems related to water and/or air infiltration due to improper assembly; installation errors or faults in building design and construction. I nstallation must be in conformance with the installation instructions provided by the manufacturer of the system.
- Structural integrity issues or other problems caused by improper fitting of the hardware or improper sizing of the slab, or other door entry system assembly problems.

• Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or does not comply with applicable buildingcodes.

• Hardware or inserts that are not provided by us, such as locksets, door handles, strikes, etc.

• Cost for labor, removal or disposal of defective product(s), installation or finishing of the replacement.

Important Legal Information: This Warranty sets for the maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein.

No distributor, dealer or representative of Kimberly Bay has the authority to change, modify or expand this warranty.

This warranty extends to the original owner (original owner means the contractor-dealer-distributor-purchaser and the initial owner of the structure where the product is initially installed) and is not transferable. The original purchaser of this product acknowledges that they have read this warranty, understand it and are bound by its terms and agrees to provide this warranty to the original owner of the structure into which the product is installed.