

Vinyl Sliding Patio Door System

Residential 10 Year Limited Warranty

1. WHAT THIS LIMITED WARRANTY COVERS AND HOW LONG

a) PRODUCT DEFINITION:

Vinyl Sliding Patio Door Systems ("Product") includes the door slab(s), frame components, including jambs, mullions, astragal and brickmould, any applied or inserted panels, internal grids (if any), divider bars (if any), glass lite inserts with Therma-Tru logo glass temper blaze, wood grilles (if any), weather-stripping, slider handle set hardware or multi-point locking system door handle and lockset, hinges or slider rollers, door bottom gaskets (sweep), corner seals, door sill and patio door screens (excluding the screen mesh), screen tracks, and screen stops. This Limited Warranty applies only when all of these parts are genuine Therma-Tru components.

b) COVERAGE:

Subject to the limitations and exclusions below, and for the duration of the applicable Warranty Period, Therma-Tru warrants: (1) that the Product's non-glass components will be free from non-conformities in material and workmanship; and (2) the Product's glass components will be free from non-conformities in material and workmanship resulting in internal glazing failure, seal failure, internal insert slippage, and permanent and material visual obstruction from moisture or dust film formation in the air space of the sealed glass unit. This Limited Warranty applies only to Products purchased and installed in the USA or Canada.

c) WARRANTY PERIOD:

Residential Warranty Holder: 10-years from the date the Product was originally purchased from an authorized dealer. Not transferable.

Commercial/Multi-Resident Warranty Holder: 3 years from the earlier of the date Product was shipped from Therma-Tru or an authorized dealer; transferable to a successor non-residential owner during and for any balance of the 3 years Warranty Period.

d) WARRANTY HOLDER CLASSIFICATIONS:

RESIDENTIAL WARRANTY HOLDERS: If the Product is installed in (i) a new residential dwelling and the first occupant owns the dwelling or (ii) an existing owner-occupied residential dwelling, and in each case, at the time of installation such owner is also responsible for Product replacement, then that owner is a Residential Warranty Holder. For example, assume the Product is installed in a condominium unit (a "dwelling") in a multi-resident building. If the first occupant of the condominium unit is the first owner of that unit and is also responsible for Product replacement, then that owner is a Residential Warranty Holder; however, if the owner is not the first occupant or if someone else other than the owner (for example, the condominium association) is responsible for Product replacement, then the owner is NOT a Residential Warranty Holder.

COMMERCIAL/MULTI-RESIDENT WARRANTY HOLDERS: If the Product is installed under conditions in which no one qualifies as a Residential Warranty Holder as described above, then the warranty holder is the owner of the dwelling or building in which the Product has been installed at the time of installation (and its builder and contractor). That owner is classified as a Commercial/Multi-Resident Warranty Holder. For example, this includes owners of commercial or investment buildings, or multi-resident premises in which the occupant is not responsible for Product replacement whether or not the occupant owns the residential dwelling unit in the premises (including by example, certain condominiums, town homes, duplexes, apartments, cooperatives).

2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not include non-conformities or damages attributable to or arising from:

a) GENERALLY:

- Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters
- Negligence; improper use, incorrect installation, finishing (with stain, paint or varnish, or in any manner), lack of maintenance (including failure to keep exterior weep holes clear or free of obstructions and interior track free of debris so that door will drain properly) or operation inconsistent with Therma-Tru's recommendations and written instructions that are generally available in Therma-Tru's Product Manual as updated by bulletins or other written communications or on Therma-Tru's Worldwide website www.thermatru.com
- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations
- Misapplication of Products or faulty building design or construction, including inadequate flashings, caulking, building settlement or structural failures of walls or foundations
- Product reinstalled after removal from its original installation
- General wear and tear, including without limitation, wear and tear of weather-stripping, corner pads, door bottom gaskets (sweep), slider rollers, hinges, hardware, or the multi-point locking system finish as stated in Section 2e
- Products not installed in the USA or Canada

b) GLASS:

- Minor variations in glass color or imperfections that do not affect the glass' structural integrity or do not permanently and materially obstruct vision from moisture formation between the panes
- Glass covered with after-market window films
- Accidental glass breakage, including caused by debris or foreign objects striking the glass, or breakage that may occur under conditions exceeding the Product's performance parameters
- Condensation, frost or mold resulting from humidity within the building and interior/exterior temperature differentials. Note: there is no such thing as a "condensation-free" window in high humidity conditions. Controlling the amount of moisture in your home is the most effective action you can take to avoid condensation

- Stresses from localized heat which cause excessive temperature differentials over the glass
- Post-manufacture dissipation of inert gases (as argon), or the amount of gas in Products with inert gas-filled insulating glass
- Scratches or other imperfections, unless readily observable more than four feet away
- The alteration or application of any aftermarket films, coatings, tints or other similar products not originally supplied by Therma-Tru will void this Limited Warranty

c) ADDITIONAL LIMITATIONS, EXCLUSIONS AND CONSIDERATIONS:

- This Limited Warranty does not guarantee safety for persons or property, nor make a premises hurricane-proof or impact-proof. Follow weather and news reports in order to assess severe weather situations and obey local authorities' shelter and evacuation orders.
- This Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to, stresses, high winds, floods, fire, and other conditions that exceed Product designs and testing specifications that are test evaluated and certified as referenced in Therma-Tru's published literature. CERTIFICATION APPROVAL, RATING AND REFERENCES TO OTHER PERFORMANCE STANDARDS MEAN THAT THE PRODUCT MEETS THE ESTABLISHED SPECIFICATION PARAMETERS OF THE CERTIFICATION PROCESS OR STANDARD TESTING AT THE TIME THE PRODUCT IS MANUFACTURED. However, with exposure over time to environmental conditions, including by example, high wind events and other forces of nature, the Product will be subjected to normal and abnormal wear and its performance capability may change. It is the Warranty Holder's (and its building agents) responsibility to consult local building code laws and the certification and rating agencies published materials and websites for guidelines on the standards necessary to meet all regulations and codes in the area where the Product will be installed.
- Product features designed to help address pressurization of a building during high-wind or other severe storm events are not a guarantee against water and air infiltration and Therma-Tru is not responsible for claims or damages caused by water or air infiltration of Product.
- Product selection is the sole responsibility of the Warranty Holder and its building agents, not Therma-Tru.
- Damage from failure to inspect product following each high-wind or impact event. Product that is subject to any high wind event or the possibility of having been impacted by wind-borne debris should be promptly inspected by the Warranty Holder or by a building professional if the Warranty Holder cannot perform this inspection themselves or if there is concern about Product damage. Proper care and maintenance of the Product is the responsibility of the Warranty Holder and failure to do so may void the Limited Warranty. Although a Product may appear to be in good working condition, the effects of such an event(s) may have adversely affected the ability of the Product to provide subsequent protection against another such event.
- The mechanical and locking mechanism of Therma-Tru's multi-point locking system is warranted against non-conformities in materials and workmanship for the Warranty Holder's Warranty Period (excluding (i) installations within five (5) miles of a body of salt water and (ii) the finish). The finish on a multi-point locking system (door handles and lockset) is not warranted and is purchased "AS IS". This includes but is not limited to finish discoloration, tarnishing, scratches, abrasions, and visual imperfections. Exposure to certain environmental conditions including but not limited to salt spray, acid rain, high humidity, or other corrosive elements may adversely affect the coatings on finishes (as well as the mechanical and multi-point locking system mechanisms). Timely and proper cleaning of a multi-point locking system will help to extend the finish appearance (and mechanical mechanisms) and discourage the possibility of rust and corrosion. A multi-point locking system (door handles and lockset) should be wiped down periodically with a soft, water-dampened cloth and dried off with a soft dry cloth. Abrasive cleaners or other harsh chemicals should never be used on a multi-point locking system (door handles and lockset). Maintenance of the finish (and mechanical mechanisms) is the responsibility of the Warranty Holder.

3. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

If the Product or any components fail to meet this Limited Warranty, Therma-Tru's sole obligation is to either (as Therma-Tru elects):

- Repair the component(s) (color and graining matching not guaranteed), or
- Provide replacement component(s) to the Warranty Holder or Therma-Tru's dealer designated (color and graining matching not guaranteed), or
- Refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price).

Repaired or replaced components are warranted only on the same terms and for the remainder of the Warranty Period. Therma-Tru reserves the right to discontinue or change any Product. If the Product or component is not available, Therma-Tru may select and provide a replacement Product or component of equal quality and price. This is the Warranty Holder's sole and exclusive remedy for the Product under this Limited Warranty. By example but not limitation, this Limited Warranty does not cover any of the following costs and expenses: (i) labor for removing, reinstalling, refinishing Product (or other materials that are removed, reinstalled or refinished to repair or replace the Product); (ii) shipping/freight expenses to return the Product to Therma-Tru; (iii) normal maintenance; (iv) consequential, special, or indirect losses or damages of any kind.

4. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THERMA-TRU DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

5. LIMITATION OF LIABILITY

THERMA-TRU'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL THERMA-TRU BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY/PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS, OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.) SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS BUT WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY BY LOCATION. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THERMA-TRU'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

6. CLAIMS

Claims must be initiated during the Warranty Period. To initiate a claim, please contact the builder, dealer or contractor who installed or sold the Product. If that party is unknown or unreachable, contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 800-537-5322 or at www.thermatru.com. Claimant will be required to provide proof of premises ownership and the date of Product purchase and may be required to return the Product or component to Therma-Tru (at Claimant's expense).

Note: This Limited Warranty applies only to Products purchased and installed in the USA or Canada. For Products purchased or installed outside the USA or Canada, Therma-Tru disclaims any and all warranties of any kind, express or implied, by operation of law or otherwise, and any and all liability for damages of any kind.

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DOORS