# Therma-Tru<sub>®</sub> Fiberglass and Steel Door Systems

Fiberglass – Classic-Craft, Fiber-Classic, Smooth-Star, and Pulse Door Systems Steel – Pulse, Profiles, Traditions, and Therma-Tru, Fire Door Steel-Edge Door Systems

# **Limited Warranty**

For Purchases Made on or After January 1, 2021

### 1. WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

# a) PRODUCT DEFINITION:

THERMA-TRU® DOOR SYSTEM ("Product") consists of (i) a Therma-Tru fiberglass or steel door slab(s) named above and (ii) the following parts when they are genuine Therma-Tru components: sidelites, any applied or inserted panels, dentil shelf, simulated divided lites on doors and sidelites, glass lite inserts, flush-glazed glass, wood grilles, composite door frames featuring Tru-Guard Composite Technology, door surrounds, hinges, weatherstrip, door bottom sweep (gaskets), rain deflector, rain guard, sill pan, screens, corner seal pads, door sill, astragal, steel door frame, rot-resistant door frame components and multi-point locking system door handles and lockset (on fiberglass Products only). This Limited Warranty applies only when the Product is entirely composed of genuine Therma-Tru components.

### b) COVERAGE:

Subject to the limitations and exclusions below, and for the duration of the applicable stated Warranty Period, Therma-Tru warrants that Products purchased and installed in the USA or Canada:

NON-GLASS COMPONENTS: Are free from non-conformities in material and workmanship. All hinges in fiberglass and steel Product, and multi-point locking systems installed in a fiberglass Product are also warranted against non-conformities in the mechanical and locking mechanism (excluding (i) installations within 5 miles of a body of salt water, (ii) the finish, and (iii) multi-point locking systems installed in steel Products). See Section 2a "WHAT THIS LIMITED WARRANTY DOES NOT COVER" for clarification.

GLASS COMPONENTS: Are free from non-conformities in material and workmanship resulting in internal glazing failure, seal failure, internal insert slippage, miniblind mechanism failure, and permanent and material visual obstruction from moisture or dust film formation in the air space of the sealed glass unit.

#### NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS:

· For continued warranty coverage, all Products with a fiberglass door slab must be finished within 6 months of the installation date; and all Products with a steel door slab must be finished within 2 weeks of the installation date. However, all bare or unprotected wood surfaces (such as door frames) on all steel and fiberglass Products (including any bare or unprotected wood surfaces used or exposed by builders, contractors, dealers, or distributors on or in conjunction with the Products) should be primed and painted or stained and top coated within the lesser of: (i) 2 weeks of installation or (ii) exposure to weather. All door slabs must have all 6 sides finished. (Note: If a genuine Therma-Tru door bottom sweep (gasket) is properly applied by the builder, contractor, dealer, or distributor to the bottom edge of the door, then only the 5 remaining sides of the door require finishing.) Ready-to-install smooth white composite door frame components do not require finishing for continued warranty coverage. For all doors, sides, top and bottom must be inspected and maintained as regularly as the front and back face surfaces. All PVC lite frames, buff grained composite door frames, and door surrounds must be finished within 30 days of installation. PVC lite frames are not recommended for use behind storm doors or if exposed to direct sunlight to be painted dark colors.

- Improper or untimely finishing of the Product by the Warranty Holder or its agents (i) increases the chance for Product damage of the type which is NOT COVERED by this Limited Warranty and (ii) increases the preparatory work that must be performed by the Warranty Holder or its agents in order to properly finish and maintain the Product in a manner not inconsistent with Therma-Tru's recommendations and instructions. This is particularly a consideration for steel Products.
- Therma-Tru Same-Day<sub>®</sub> Stain finishing product is recommended for staining and top coating fiberglass Products that do NOT have a Therma-Tru factory-applied exterior finish, that is, for Classic-Craft<sub>®</sub>, Fiber-Classic<sub>®</sub>, and Pulse<sub>®</sub> Product, and is covered by a separate 5-year limited warranty from the date of purchase. (Request a copy for all terms and provisions from Therma-Tru as indicated in Section 6 below or from your builder, dealer, or contractor who installed or sold the Product.)
- See Therma-Tru's recommendations and guidance for proper finishing of fiberglass and steel Products at www.thermatru.com (i) "Recommendations for Proper Finishing and Painting or Staining", and (ii) "Frequently Asked Questions".

SUMMARY OF LIMITED WARRANTY PERIODS FOR PRODUCTS – for Residential Warranty Holders Effective January 2021

This table summarizes for Residential Warranty Holders the Warranty Periods under this Limited Warranty that apply to Products. This table is provided for the Warranty Holder's convenience ONLY. READ the entire Limited Warranty for the conditions and limitations that apply to this information. Products installed in commercial or multi-resident dwellings are subject to different warranty coverages, Warranty Periods and transferability restrictions which are stated in Section 1(c) "Warranty Duration".



	Fiberglass		Steel		
Door System <sup>1</sup>	Classic-Craft	Fiber-Classic Smooth-Star Pulse	Profiles Wood-Edge Pulse	Traditions Wood-Edge	Therma-Tru <sub>®</sub> Fire Door Steel-Edge
Warranty Period	Lifetime	Lifetime	10 Years	5 Years	15 Years (10 Years within 5 Miles of Salt Water)
Warranty Transferrable	1x	Conditional <sup>3</sup>	No	No	No
Door a/k/a Door Slab and Panels - Applied or inserted	Yes	Yes	Yes	Yes	Yes
Fire-Rated <sup>2</sup>	20-minute <sup>2</sup> Select Product Codes	20-minute <sup>2</sup> Select Product Codes	20-minute <sup>2</sup> Select Product Codes	20-minute <sup>2</sup> Select Product Codes	90-minute <sup>2</sup>
Glass Lites (Inserts and Flush-Glazed) Clear, Low-E, Miniblinds, Decorative, Lite Dividers, and Lite Frames	Yes	Yes	Yes	Yes (10 Years)	No
Dentil Shelf	Yes	Yes	Yes	Yes	No
Hinges Mechanical (excluding (i) installations within 5 miles of a body of salt water and (ii) the finish)	Yes	Yes	Yes	Yes	Yes
Multi-Point Locking System Mechanical and locking mechanisms Installed in Products with fiberglass door slabs (excluding (i) installations within 5 miles of body of salt water, (ii) the finish and (iii) multi-point locking systems installed in steel Products)	Yes	Yes	No	No	No
Door Surrounds	Yes	Yes	Yes	Yes	Yes
Door Bottom Sweep (Gasket) and Weatherstrip	Yes	Yes	Yes	Yes	Yes
Rain guard/Rain deflector	Yes	Yes	Yes	Yes	Yes
Sills and Sill Pan	Yes	Yes	Yes	Yes	Yes
Corner Seal Pad	Yes	Yes	Yes	Yes	Yes
Aluminum or Stainable Astragal	Yes	Yes	Yes	Yes	Yes
Screens	Yes	Yes	Yes	Yes	No
Composite Door Frames featuring Tru-Guard Composite Technology	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes	Yes	Yes
Steel Door Frame Components	Yes	Yes	Yes	Yes	Yes
Rot-Resistant Door Frame Components	Yes	Yes	Yes	Yes	Yes
PrismaGuard <sub>™</sub> Finishing System <sup>4</sup>	Yes <sup>4</sup> (10 Years, transferrable balance)	Yes <sup>4</sup> (10 Years)	Yes <sup>4</sup> (10 Years)	Yes <sup>4</sup> (5 Years)	Yes <sup>4</sup> (10 Years)
Tru-Defense® Door System Warranty Rider Eligibility	Yes⁵	Yes⁵	No	No	No

<sup>1</sup> A "door" and a "door system" are not the same. A "door system" is assembled by a person (for example, your builder, contractor, dealer, or distributor) who sources and combines various separate components, including the "door slab", into an entry system. If your door system is assembled using all genuine Therma-Tru parts, then you receive far more than just a beautiful door. You are purchasing an entry system in which every component has been manufactured or recommended by Therma-Tru to work together as an integral "door system" ... AND you will get the full benefit of a Therma-Tru door system limited warranty.

<sup>2</sup> A 20-minute Fire-rated door must be permanently labeled with a fire door certification label to signify that the Product is qualified as Fire-rated. To determine if an eligible door has been machined and is certified for use as a fire door, an official fire door certification label will be affixed, usually between the top and middle hinge, on the edge of the hinge side of the door slab. In the event that a fire door certification label is missing or has been removed, for a Fire-rated door to retain its fire rating it must be field labeled by the certification entity that originally certified the door (usually Warnock Hersey Intertek or Underwriters Laboratories). A Therma-Tru Fire Door (TR12-24) Steel-Edge must be installed with a Therma-Tru Adjusta-Fit<sub>®</sub> 2 frame with a lock bore sleeve, and a smoke and draft intumescent seal to achieve a 90-minute or 60-minute positive pressure rating.

 $^3$  Composite Door Frames featuring Tru-Guard Composite Technology when paired with a Therma-Tru fiberglass door system may qualify for a transferrable warranty rider (see the "Therma-Tru<sub>®</sub> Fiberglass Door Systems with Composite Door Frames featuring Tru-Guard<sub>TM</sub> Composite Technology Transferrable Rider" for details). A copy of the warranty is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

<sup>4</sup> PrismaGuard Finishing System: PrismaGuard finish is available through certain distributors of a Therma-Tru fiberglass or steel door system and is covered by a separate limited warranty rider. A copy of the PrismaGuard Finishing System Warranty Rider for is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

<sup>5</sup> Tru-Defense Fiberglass Door System: A Therma-Tru Fiberglass door system may qualify for supplemental reimbursement under the Tru-Defense<sub>®</sub> Door System Warranty Rider that provides for additional payment to the Warranty Holder of up to a maximum of \$2,500 reimbursement if water infiltrates under a properly assembled, installed, and maintained fiberglass door system that meets the additional provisions stated in the Tru-Defense<sub>®</sub> Door System Warranty Rider. A copy of the Tru-Defense<sub>®</sub> Door System Warranty Rider for Fiberglass Door Systems is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.



### c) WARRANTY PERIOD:

	Warranty Holder Classification			
Product	Residential Warranty Holder	Commercial/Multi- Resident Warranty Holder		
Fiberglass: • Classic-Craft Doors	Lifetime with 1x Transferrable <sup>6</sup>	3 Years <sup>9</sup>		
Fiberglass:				
<ul> <li>Fiber-Classic Doors</li> </ul>	l ifetime <sup>7</sup>	3 Years <sup>9</sup>		
<ul> <li>Smooth-Star Doors</li> </ul>	Lifetime	5 Teals		
Pulse Doors				
Steel:				
<ul> <li>Profiles (Wood-Edge Doors)</li> </ul>	10 Years <sup>8</sup>	1 Year <sup>9</sup>		
<ul> <li>Pulse (Wood- Edge Doors)</li> </ul>				
Steel:				
<ul> <li>Traditions (Wood-Edge Doors)</li> </ul>	5 Years <sup>8</sup>	1 Year <sup>9</sup>		
Steel: • Therma-Tru Fire Door Steel-Edge Doors	15 Years <sup>8</sup> (10 Years <sup>8</sup> within 5 Miles of Salt Water)	1 Year <sup>9</sup>		

<sup>6</sup> "Lifetime with 1x Transferrable" means that the Lifetime Limited Warranty (described in footnote<sup>7</sup> below) is transferrable by the original Residential Warranty Holder once to a subsequent Residential Warranty Holder and the Lifetime Residential Warranty Period will continue until that second Residential Warranty Holder no longer owns and resides in the residence ("Lifetime with 1x Transferrable") The transferee-second Residential Warranty Holder is subject to any shorter duration of Warranty Period expressly stated in this Limited Warranty.

<sup>7</sup> Measured from date Product was originally purchased from an authorized dealer and continuing for as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed ("Lifetime Limited Warranty"), unless a shorter duration is expressly stated for the Product component. Not transferrable unless paired with a Composite Door Frame featuring Tru-Guard Composite Technology in which case the Therma-Tru fiberglass door system may qualify for a transferrable warranty rider (described in footnote<sup>3</sup> above).

<sup>8</sup> Measured from date Product was originally purchased from an authorized dealer and continuing for the stated duration period as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed during that entire duration period. Not transferrable.

<sup>9</sup> Measured from the earlier of the date Product was shipped from Therma-Tru or an authorized dealer; transferrable to successor Commercial/Multi-Resident Warranty Holder during and for the balance of the original Commercial/Multi-Resident 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 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 (other than through periodic fees/other assessments) 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:
  - General wear and tear, including without limitation wear and tear of weatherstrip, corner seal pads, door bottom sweep (gasket), or the multi-point locking system.
  - Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters.
  - The finish on a multi-point locking system (door handles and lockset) and hinges 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 (door handles and lockset mechanisms). Timely and proper cleaning of hinges and a multi-point locking system will help to extend the finish appearance (and mechanical mechanisms) and discourage the possibility of rust and corrosion. Hinges and 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 hinges or a multi-point locking system (door handles and lockset). Maintenance of the finish (and mechanical mechanisms) is the responsibility of the Warranty Holder.
  - The mechanical mechanism on hinges installed within 5 miles of a body of salt water.
  - The mechanical and locking mechanism on the multi-point locking system if the Product is installed within (5) miles of a body of salt water or installed on any steel Products. The Warranty Holder is responsible for maintaining the mechanical features of hinges and the multi-point locking system in the same manner as noted in the 3rd bullet above. Therma-Tru does not recommend the use of multi-point locking systems with steel Products. If any multi-point locking system is used with steel Products, its use is "AS IS" WITH NO WARRANTIES.EXPRESS OR IMPLIED WARRANTIES, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR



FITNESS FOR A PARTICULAR PURPOSE, AND THE OTHER PROVISIONS OF SECTIONS 4 AND 5 OF THIS LIMITED WARRANTY APPLY.

- Negligence; improper use; incorrect installation or finishing (with stain, paint, or varnish, or in any manner); lack of maintenance (including failure to properly maintain finish, see "NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS" above); or operation inconsistent with Therma-Tru® recommendations and written instructions that are generally available in Therma-Tru Product Manual as updated by bulletins or other written communications, or on the Therma-Tru website at www.thermatru.com. STEEL PRODUCTS, PARTICULARLY THOSE INSTALLED WITHIN FIVE 5 MILES OF A BODY OF SALT WATER, REQUIRE PROMPT AND CAREFUL INITIAL FINISHING AND MAINTENANCE BY THE WARRANTY HOLDER, INCLUDING PERIODIC CLEANING, FINISHING, AND REFINISHING, AND OTHER REPAIRS in accordance with Therma-Tru's above referenced recommendations and written instructions.
- 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, or inadequate overhangs.
- Installation in locations or a manner that exceeds or deviates from Product design standards and/or testing and certified performance specifications, and/or not in compliance with building codes.
- Product reinstalled after removal from its original installation, except in connection with proper and timely maintenance of components which incur normal wear and tear, such as the weatherstrip, door bottom sweep (gasket), and corner seal pads.
- Rotting, splitting, warping, swelling, or other adverse condition, of or attributed to or arising from a frame system, unless the frame system is a genuine Therma-Tru composite or rot-resistant component part (Therma-Tru Primed Pine or Therma-Tru Oak jambs, mullions and brickmould are not composite or Rot-Resistant components). Use of a non-Therma-Tru frame system by the Warranty Holder (or its door system dealer, distributor, builder, installer, contractor, or other agent) will not automatically void this Limited Warranty. However, while Therma-Tru recommends the use of a rot-resistant or rot-free frame, Therma-Tru does NOT warrant the performance or integrity of any third party frame product (even if the manufacturer claims that its frame product is rot-resistant or rot-free), and therefore, this Limited Warranty will not apply to Product non-conformities or damages attributed to or arising from the rotting, splitting, warping, swelling, or any other condition of a third-party frame product.
- Damages aggravated or worsened because of failure by the Warranty Holder or its agents to timely take reasonable actions to mitigate any alleged damages or failure to file a claim for alleged damages promptly and during the Warranty Period.
- Harsh natural environmental conditions, including by example from substantial exposure to sun, salt spray, or airborne pollutants; other severe conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or domestic or wild animals. Use of this product in coastal applications will not automatically void this warranty.
- Therma-Tru does not manufacture storm doors and is not responsible for any failure of, or any damage caused to, the storm door. PVC lite frames and PVC dentil shelf components are not recommended to be installed behind a storm door or to be painted dark colors, if exposed to direct sunlight. However, the use of a properly installed and properly vented storm door along with a Therma-Tru door system does not void this Limited Warranty. The Therma-Tru door system will continue to be subject to the terms and provision of this Limited Warranty.

- Labor for removing, installing, or replacing Product or components or labor for other materials that are removed, reinstalled, or refinished in conjunction with repairing or replacing the Product or component.
- Any painting, staining, scratching, or other alteration of a Therma-Tru factory-applied exterior coating surface of the Products.
- Fading, discoloration, or color change of a Therma-Tru factoryapplied color coating that equals or is less than five 5 Delta E units, calculated in accordance with ASTM E 308-85, ASTM E 805-81 and ASTM D 2244-85, effective on the date the Product is manufactured, and which covers less than a material portion of the exterior of the Product. Color change will be measured on an exposed color surface of the Product that has been properly maintained and cleaned of soils, and the corresponding values measured on the original or unexposed color surface. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the Product are not equally exposed to the sun and other environmental conditions.
- All wood parts including primed pine jambs, primed pine mullions, primed pine brickmould, oak jambs, oak mullions, oak brickmould, mull casing, and locking systems installed in Products with steel door slabs.
- Products not installed in the USA or Canada.
- b) GLASS:
  - Minor variations in glass color or imperfections that do not affect the structural integrity of the glass or do not permanently and materially obstruct vision from moisture formation between the panes.
  - Glass covered with aftermarket window films.
  - Accidental glass breakage, including by example 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 4 feet away.
  - Any sound that occurs from decorative grids striking the glass due to vibrations from daily use or outside traffic is not considered an imperfection, nor is the grid touching the glass (primarily in triplepane window units) considered a defect.
  - Mineral deposits.
  - 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 is not covered under this Limited Warranty.
- This Limited Warranty will be void if the Product rusts due to reasons other than non-conformities in material and workmanship, including without limitation rusting (on steel Products) arising from misuse, abrasions, environmental conditions, solvents, corrosives, salts, chemicals, excessive moisture, or any other damage due to normal wear and tear that could have been addressed by routine, timely, and proper initial finishing or periodic corrective maintenance.

#### 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 THE 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 1-800-537-5322 or at www.thermatru.com. Claimant will be required to provide proof of premise 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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Effective January 1, 2021



