

## BenBilt Building Systems, LP Assembled Entry Door System

### LIMITED WARRANTY

#### For purchases made on or after January 1, 2014

**PRODUCT DEFINITION:** BenBilt Building Systems, LP ("BenBilt") Assembled Entry Door System consists of a BenBilt door slab and the following component parts when they are assembled by BenBilt into a door system: any applied or inserted panels, dentil shelf, divider bars on the doors and sidelites, glass lite inserts, wood grills, door frame (including the door jambs, mull posts, brickmold and mull casing), hinges, weatherstrip, door bottom sweep, rain deflector, rain guard, sill pan, screens, internal grids, corner seals pads, door sill, astragal, and multi-point locking system door handles and lock set. A BenBilt Assembled Entry Door System is identifiable by a marking located on the hinge-side of the door slab.

When an Assembled Entry Door System is purchased with the finish to be applied by BenBilt, the applied finish is separately warranted by the Endocote Finish Warranty. Under the Endocote Finish Warranty, paint and stain finishes on the door slab and sidelites are warranted against peeling, checking, flaking or blistering are warranted for 10 years from date of purchase. Stain finishes on the exterior of the wood frame are warranted against peeling, checking, flaking or blistering are warranted for 90 days from date of purchase. Please see the Endocote Finish Warranty for more details. A copy of the Endocote Finish Warranty can be found at [www.benbilt.com](http://www.benbilt.com).

#### LIMITED WARRANTY COVERAGE – RESIDENTIAL WARRANTY:

**ASSEMBLY WARRANTY:** BenBilt backs its Assembled Entry Door System with a 1-year limited warranty beginning from the date the door system was purchased from BenBilt, not from the date of installation or purchase by the ultimate consumer. BenBilt specifically warrants that the door system was assembled in a defect free and workmanship manner.

**COMPONENT PART WARRANTY:** Non-glass components listed below are warranted to be free from material and workmanship defects, unless noted otherwise. Glass components listed below are warranted to be free from defects in the 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. All warranty time periods begin from the date the door system was purchased from BenBilt, not from the date of installation or purchase by the ultimate consumer. Any other component parts not expressly listed are not covered under this warranty.

#### **DOOR UNIT COMPONENTS:**

- Classic Craft™, Fiber Classic®, and Smooth Star® Doors and Sidelites, including door and sidelite glass – For the lifetime of each component
- Profiles™ Steel Doors and Sidelites, including door and sidelite glass – 10 years of each component
- Traditions Steel Doors and Sidelites – 5 years
- Traditions Door Glass and Sidelite glass – 10 years
- All non-Therma Tru® door glass, regardless of the type of door it is installed in – 10 years
- All direct set sidelite glass, regardless of the type of door it is installed in – 10 years
- Dura-Frame™ Exterior Wood Jambs, Mull Posts, and Brickmold – For the lifetime of each component
- Dura-Plast™ Composite Jambs and Brickmold – For the lifetime of each component
- Steel Jambs – 1 year
- All corner seal pads, sills, door bottom sweeps (gaskets), rain guards / rain deflectors, and aluminum or stainable astragals are warranted for the same period of time as the specific door type with which they are installed. For example, if any of these components are installed with a Traditions Steel Door, they are warranted for 5 years.

#### **TRANSOMS:**

- All genuine Therma Tru® transoms are warranted for the same duration as the door unit in which the transom is installed. (See door unit components for these specific warranty periods)
- All clear glass and low-e glass transoms with or without internal mutins or wood grilles – 10 years
- All non-Therma Tru® decorative glass transoms – 10 years

#### **HARDWARE:**

- Therma Tru® Mutli-Point Locking System, mechanical component and locking mechanisms only – For the lifetime of the product.
- Schlage® Lock Products – The finish and mechanical components are warranted for the lifetime of the component. The electronic components are warranted for 1 year.
- Schlage® Non-Lock Products, including mail slot, kick plate, peep sight, knocker / viewer, push / pull plates, and ball catch, are warranted for 1 year.
- All hinges (mechanical) are warranted for the same period of time as the specific door type in which they are installed. For example, if any of these components are installed in a Traditions Steel Door, they are warranted for 5 years.

A residential warranty applies 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. 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.

#### LIMITED WARRANTY COVERAGE – COMMERCIAL/MULTI-RESIDENT WARRANTY:

**ASSEMBLY WARRANTY:** BenBilt backs its Assembled Entry Door System with a 1-year limited warranty beginning from the date the door system was purchased from BenBilt, not from the date of installation or purchase by the ultimate consumer. BenBilt specifically warrants that the door system was assembled in a defect free and workmanship manner.

**COMPONENT PART WARRANTY:** Non-glass components listed below are warranted to be free from material and workmanship defects, unless noted otherwise. Glass components are warranted to be free from defects in the 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. All warranty time periods begin from the date the door system was purchased from BenBilt, not from the date of installation or purchase by the ultimate consumer. Any other component parts not expressly listed are not covered under this warranty.

#### **DOOR UNIT COMPONENTS:**

- Classic Craft™, Fiber Classic®, and Smooth Star® Doors and Sidelites, including door and sidelite glass – 3 years
- Profiles™ Steel Doors and Sidelites, including door and sidelite glass – 1 year
- Traditions Steel Doors and Sidelites – 1 year
- Traditions Door Glass and Sidelite glass – 1 year
- All non-Therma Tru® door glass, regardless of the type of door it is installed in – 3 years
- All direct set sidelite glass, regardless of the type of door it is installed in – 3 years
- Dura-Frame™ Exterior Wood Jambs, Mull Posts, and Brickmold – 3 years
- Dura-Plast™ Composite Jambs and Brickmold – 3 years
- Steel Jambs – 1 year
- All corner seal pads, sills, door bottom sweeps (gaskets), rain guards / rain deflectors, and aluminum or stainable astragals are warranted for the same period of time as the specific door type with which they are installed. For example, if any of these components are installed with a Traditions Steel Door, they are warranted for 1 year.

#### **TRANSOMS:**

- All genuine Therma Tru® transoms are warranted for the same duration as the door unit in which the transom is installed. (See door unit components for these specific warranty periods)
- All clear glass and low-e glass transoms with or without internal mutins or wood grilles – 3 years
- All non-Therma Tru® decorative glass transoms – 3 years

#### **HARDWARE:**

- Therma Tru® Mutli-Point Locking System, mechanical component and locking mechanisms only – 3 years.
- All hinges (mechanical) are warranted for the same period of time as the specific door type in which they are installed. For example, if any of these components are installed in a Traditions Steel Door, they are warranted for 1 year.

A commercial warranty applies 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). 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).

**GENERAL EXCLUSIONS FROM COVERAGE:** This Limited Warranty does not cover non-conformities, defects, or damages resulting from:

- Improper installation of the door system, including, but not limited to, installation in locations or a manner that exceeds or deviates from the Product design standards and/or testing and certified performance specifications and installation not in accordance with building codes;
- Installation outside of the United States;
- Improper finishing, painting, or staining;
- Improper shipping, handling, or storage;
- Improper maintenance, cleaning, or service;
- Accident, abuse, misuse, neglect, alteration, intentional or negligent human acts, animals, and misapplication;
- Normal wear and tear, including but not limited to, wear and tear of weatherstrip, corner seal pads, door bottom sweep (gasket) or the multi-point locking system, and normal weathering;
- Exposure from high heat conditions, fire, corrosive fumes, condensates, high humidity, harsh or abrasive substances, pollutants, acid rain, salt spray, sanding, extreme elements, harsh natural environmental conditions, high moisture environments, high vibration, extreme temperature changes, and substantial sun exposure;
- Stress from localized application of heat or movement, settlement, or failure of a building or building component;
- Faulty building design or construction, including, but not limited to, inadequate flashing, caulking, or overhangs;
- Installation within 5 miles of a body of salt water of the mechanical mechanism on hinges and/or the mechanical and locking mechanism on the Therma Tru® multi-point locking system, the Schlage® Lock Products, and Schlage® Non-Lock Products;
- Damages aggravated or worsened because of failure of the Warranty Holder to timely take reasonable actions to mitigate any alleged damages; OR
- Any event not controlled by BenBilt Building Systems, LP

**EXCLUSIONS FROM COVERAGE FOR GLASS COMPONENTS:** In addition to the general exclusions, which apply equally herein, this Limited Warranty does not cover non-conformities, defects, or damages to the glass components resulting from:

- 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;
- 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;
- Use of coatings on the interior of the glass component;
- Condensation, frost, mold, or any related water damage, resulting from humidity within the building or 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 triple-pane window units) considered a defect;
- Mineral deposits; or
- Alteration or application of any aftermarket films, night insulation, coatings, tints or other similar products not originally supplied by BenBilt.

#### ADDITIONAL LIMITATIONS AND CONSIDERATIONS:

- The finish on the Therma Tru 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. Additionally, any multi-point locking system used with steel door systems is not warranted and is purchased "AS IS."
- Steel Products, particularly those installed within 5 miles of a body of salt water, require prompt and careful initial finishing and maintenance by the Warranty Holder, including, but not limited to, periodic cleaning, finishing, and refinishing.
- This Limited Warranty does not guarantee safety for persons or property, nor make a premise hurricane-proof or impact-proof.
- 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 which in each case exceed the Product's designs and testing specifications that are test evaluated and certified as referenced in published literature of the manufacturers whose components BenBilt selects when BenBilt assembles the Product. CERTIFICATION APPROVAL, RATING AND REFERENCES TO OTHER PERFORMANCE STANDARDS MEAN THAT THE COMPONENT MANUFACTURERS' PRODUCT MEETS THE ESTABLISHED SPECIFICATION PARAMETERS OF THE CERTIFICATION PROCESS OR STANDARD TESTING AT THE TIME THE PRODUCT IS MANUFACTURED PROVIDED THE FINISHED PRODUCT IS ASSEMBLED BY BENBILT. 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 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 BenBilt is not responsible for claims or damages caused by water or air infiltration of the Product.
- Product selection is the sole responsibility of the Warranty Holder and its building agents, not BenBilt.
- Damage from failure to inspect the Product following each high-wind or impact event is not covered under this Limited Warranty.

**TIMELY FINISHING OF DOOR SYSTEMS:** For continued warranty coverage, all BenBilt Assembled Entry Door Systems assembled with fiberglass door slabs and fiberglass sidelite panels must have the fiberglass components finished within 6 months of the installation date. All BenBilt Assembled Entry Door Systems assembled with steel door slabs and steel sidelite panels must have the steel components finished within several days of the installation date. However, all bare or unprotected wood surfaces (such as door frames) on all Assembled Entry Door Systems (including any bare or unprotected wood surfaces used or exposed by builders, contractors, and distributors on or in conjunction with the Product) should be primed-and-painted or stained-deal-top coated within the lesser of 2 weeks of installation or exposure to weather. All pre-primed wood jambs should be finished with a high grade exterior latex paint within 90 days of the installation date. All doors must have all 6 sides finished. (Note: If an BenBilt-applied door bottom sweep (gasket) is properly applied by BenBilt to the bottom edge of the door, then only the 5 remaining sides of the door require finishing.) The top, bottom and sides of all door slabs must be inspected and maintained as regularly as the front and back face surfaces.

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 BenBilt's recommendations and instructions.

**SOLE REMEDY:** The sole procedures for obtaining performance of the obligations of this Limited Warranty is as follows: If the Warranty Holder believes that BenBilt's Assembled Entry Door System was assembled in a defective manner and/or a component of the door system is defective as explained under this Limited Warranty, the Warranty Holder must contact BenBilt.

If BenBilt determines that its Assembled Entry Door System does not conform to the limited warranties herein, BenBilt's sole obligation is to:

- repair the Assembled Entry Door System and/or repair the component part;
- provide a replacement Assembled Entry Door System and/or a replacement component of equal or lesser value; OR
- refund the Warranty Holder the wholesale purchase price of the Product or component part.

BenBilt, not the Warranty Holder, has the sole ability to elect the specific remedy.

Repaired or replaced Assembled Entry Door System and/or component parts are warranted only on the same terms and for the remainder of the Warranty Period. Color and grain matching is not guaranteed for any repaired or replaced Assembled Entry Door System and/or component part. BenBilt reserves the right to discontinue or make changes in any of its products. If the Product or component part covered by this Limited Warranty is no longer available, BenBilt shall have the right to substitute a product that is of equal or lesser value.

Additionally, BenBilt will cover the labor for removing, reinstalling, refinishing the Assembled Entry Door System if only BenBilt determines that the assembly of the door system is defective, as explained in this Limited Warranty. This provision is also subject to the 1-year limited warranty for the door assembly, which begins from the date the door system was purchased from BenBilt, not from the date of installation or purchase by the ultimate consumer.

BenBilt will not cover any labor costs, including, but not limited to, removing, reinstalling, and refinishing the Assembled Entry Door System, associated with a defective component part.

The Warranty Holder must also pay for any of the following costs and expenses: (a) any other materials that are removed, reinstalled or refinished to repair or replace the Assembled Entry Door System or component part; (b) shipping/ freight expenses to return the Assembled Entry Door System or component part to BenBilt; and (c) normal maintenance.

**LIMITATION OF LIABILITY:** BENBILT SHALL NOT BE LIABLE TO WARRANTY HOLDERS 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, DEFINISHING, 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 BENBILT'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

**DISCLAIMER OF WARRANTIES:** THIS WRITING CONTAINS THE ENTIRE AGREEMENT BETWEEN BENBILT AND THE WARRANTY HOLDER. OTHER WARRANTY HOLDERS, DEALERS, CONTRACTORS, APPLICATORS, OR DISTRIBUTORS OF BENBILT PRODUCTS HAVE NO AUTHORITY TO GIVE WARRANTIES ON BENBILT'S BEHALF, THAT ARE DIFFERENT FROM OR EXCEED THOSE LISTED HEREIN. A WARRANTY HOLDER SHOULD THEREFORE EXAMINE THIS LIMITED WARRANTY CAREFULLY.

ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE TERMS HEREIN. SOME STATES DO NOT allow limitations on how long an implied warranty lasts; so the above limitations may not apply to the Warranty Holder.

**CLAIMS:** Any claim under this Limited Warranty must be initiated during the Warranty Period. All claims must be submitted in writing to BenBilt Building Systems, LP at 123 BenBilt Place, Greensburg, PA 15601. Claimant may be required to provide proof of premise ownership and/or the date of Product purchase.