



Kolbe & Kolbe Millwork Co., Inc.

EXPRESS LIMITED WARRANTY FOR FORGENT® SERIES

KOLBE
WINDOWS & DOORS

This Express Limited Warranty applies to Forgent Series windows which are manufactured by Kolbe & Kolbe Millwork Co., Inc. ("Kolbe") and utilize a material called Glastra®. Kolbe offers specialty windows and certain doors from its other product series which are intended to complement the Forgent Series products. All such Forgent Complementary products are covered by other Kolbe warranties, which are available at www.kolbewindows.com.

The Forgent Series Express Limited Warranty extends to the owner of the structure in which the products were originally installed and is fully transferrable to subsequent owners of the structure for the remaining warranty period. This Limited Warranty is applicable only to products installed in the U.S.A. or Canada. For covered products, Kolbe will repair, replace, or refund pursuant to the "Remedy" section below, subject to the terms, conditions, limitations, and exclusions of this Limited Warranty.

Non-Glass Parts

Kolbe warrants that non-glass parts will be free from material defects in workmanship and material, under normal use, for a period of ten (10) years from the date of shipment from Kolbe.

Insulated Glass

This Limited Warranty applies to factory installed insulated glass and Kolbe supplied glass installed in the field by Kolbe authorized service personnel. Insulated glass with stainless steel spacers is warranted for twenty (20) years from the date of shipment from Kolbe for seal failure resulting in visibility obstructions through the glass unit. Insulated glass incorporating laminated glass with an SGP interlayer is warranted for ten (10) years from the date of shipment from Kolbe for delamination which results in materially obstructed vision through the laminated glass. Insulated glass incorporating laminated glass with a PVB interlayer is warranted for five (5) years from the date of shipment from Kolbe for delamination which results in materially obstructed vision through the laminated glass. Glass breakage related to material or workmanship is warranted for five (5) years from the date of shipment from Kolbe.

Certain Components in Coastal Environments

Kolbe provides a warranty for hardware specifically designated for coastal environments and installed within one (1) mile of a sea coast or other salt water source. Kolbe warrants the performance of these components as well as the finish to be free from abnormal deterioration under normal use and maintenance for a period of ten (10) years from the date of shipment from Kolbe. There is NO WARRANTY for exterior screens and hardware not specifically designated for coastal use when installed in coastal environments.

Factory Applied Interior Latex Primer

For units ordered with an interior applied latex primer finish, the primer is warranted for a period of one (1) year from the date of shipment from Kolbe against primer film peeling when the primer is field finished with a high quality latex topcoat within ninety (90) days of receipt of product.

Remedy

This Limited Warranty is not a warranty of future performance, but only a warranty to repair, replace, or refund. Upon receipt of a claim that is covered and not excluded pursuant to the terms herein, Kolbe will, at its option, (1) repair or replace the product or component, or (2) refund the price received by Kolbe for the product or component. Product removal, installation, finishing, refinishing, and disposal costs and services are not included in this Limited Warranty. Labor and travel expenses are not covered under this Limited Warranty. The remedies provided by this Limited Warranty apply only when the Kolbe products have been installed, finished, maintained, and operated in accordance with Kolbe's instructions and pursuant to all other terms, conditions, and exclusions provided herein.

Kolbe will make all attempts to supply original replacement parts; however, replacement parts may differ from the original parts. The Limited Warranty for replacement products (including any upgrades) furnished pursuant to this Limited Warranty will be limited to the remainder of the warranty period of the original product.

WARRANTY EXCLUSIONS AND LIMITATIONS

Kolbe offers NO WARRANTY for any of the following:

- Defects caused by improper or inadequate: handling, installation, storage, job finishing, or maintenance.
- Improper use or application of the product, negligence, abuse, normal wear and tear, or damage due to environmental or natural elements.
- Claims relating to or resulting from the product's installation or use in applications which exceed the product's performance design standard.
- Use of specifications, designs, or manufacturing information provided by or on behalf of the owner or any party procuring the products from Kolbe.
- Products which have been modified by others and are no longer specified as tested or certified.
- Field mulls and field finishes.
- Dual pane insulated glass installed more than 5,000 feet above sea level, or triple pane insulated glass installed more than 3,500 feet above sea level, without capillary tubes.
- Allowable glass imperfections as outlined in ASTM or other industry standards which do not affect structural integrity including, but not limited to, glass color and tempered glass distortions.
- Rattling or movement of grilles/bars in the airspace, glass having field applied films or coatings, or incorporating night insulation.
- The amount or percentage of argon present in insulating glass or a specific level of unit thermal efficiency at any time after manufacture. (Inert gas dissipates over the life of the insulated glass unit and may be less effective in products manufactured with capillary tubes.)
- Condensation, frost, mold, mildew, or fungus on product surfaces.
- Decomposition of wood as a result of moisture penetration if caused by condensation, improper finishing, or lack of maintenance.
- Products installed near swimming pools, whirlpool tubs, spas, or other high humidity areas.
- Natural variations in the color, texture, or grain of wood or the appearance of field finished windows/doors.
- Normal wear and tear of the unit or normal discoloration of finishes including, but not limited to, the tarnishing of brass and/or oil-rubbed finishes.
- Any product installed in structures that do not allow for proper moisture management or drainage of moisture such as Exterior Insulation and Finish Systems (EIFS), also known as "Synthetic Stucco," or other like barrier types of construction.
- Corrosion, wear, or failure of standard hardware, Glastra® surfaces, any acrylic films, or any other components due to environmental conditions such as air pollutants, acid rain, chemicals, accumulation of concentrated salt deposits, or exposure to other highly corrosive or abusive substances.
- Use of razor blades, brick wash, or other inappropriate cleaners or chemicals.

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

NO OTHER WARRANTIES: THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES OFFERED BY KOLBE AND ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED. KOLBE DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES, AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS AND EXCLUDES ALL WARRANTIES IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES, THE DURATION OF ANY IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE PRODUCTS SHALL BE LIMITED TO THE APPLICABLE WARRANTY PERIOD FOR THAT PRODUCT. ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS OR PERFORMANCE STANDARDS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY. KOLBE SHALL NOT BE LIABLE TO THE OWNER OF THE PRODUCT, OR TO ANYONE CLAIMING UNDER SAID OWNER, OR ANY OTHER PARTY, FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHER TORT, OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCT OR KOLBE'S ACTS OR OMISSIONS OR OTHERWISE. KOLBE'S AGGREGATE LIABILITY WITH RESPECT TO ANY PRODUCT AND THIS LIMITED WARRANTY SHALL BE LIMITED TO THE MONIES PAID TO KOLBE FOR THAT PRODUCT. ANY CUSTOM PRODUCT WHICH IS MANUFACTURED ACCORDING TO CUSTOMER SPECIFICATIONS AND OUTSIDE OF KOLBE STANDARD SPECIFICATIONS IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY.

UNDER NO CIRCUMSTANCES WILL KOLBE BE LIABLE FOR ANY COSTS OF SHIPPING, TAXES, OR LABOR FOR ANY OF THE FOLLOWING: DISASSEMBLY, REMOVAL, OR REINSTALLATION OF THE PRODUCT OR ANY PART, PAINTING, STAINING, OR ANY OTHER ACTIVITY NECESSARY IN FINISHING THE REINSTALLATION. IN NO INSTANCE SHALL KOLBE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY OR LOST PROFITS, EVEN IF KOLBE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE KOLBE'S SOLE AND EXCLUSIVE OBLIGATION AND ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES, IN LIEU OF ALL OTHER REMEDIES AT LAW OR EQUITY.

Certifications and Product Ratings

Many Kolbe products are labeled with the Window and Door Manufacturers Association (WDMA) Hallmark Certification. This certification is based on the performance of a single sample of the product at the time of manufacture. Additionally, many standard Kolbe products are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical product sample testing. Certifications and ratings typically apply to single products only. However, certain factory mulled or combined product configurations may also be certified. Performance of individual units may vary and will change over time. WDMA CERTIFICATION AND NFRC RATINGS ARE NOT WARRANTIES OF PERFORMANCE OR OTHERWISE.

Suitability

In addition to complying with all the terms and conditions of this Limited Warranty, the owner must satisfy the following obligations in order to be eligible for coverage by this Limited Warranty. Prior to using or permitting use of the product, the owner shall determine the suitability of the product for the intended use and the owner assumes all risk and liability whatsoever in connection therewith. Kolbe is not responsible for determining product suitability and compliance with local or other applicable building codes or standards or for designing or installing any flashing or sealing system. Further, Kolbe will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. The owner agrees to review and evaluate the product promptly upon receipt to ensure compliance with all specifications, quality requirements, and other requirements of the owner's application. Kolbe has no post-sale duty to warn the owner or any other party about any matter.

Product Improvements

Kolbe reserves the right to change its products or any portions thereof without being obligated to provide such a change or improvement for product sold prior to such change being implemented.

No Waiver; Severability

Kolbe may, in its discretion, extend benefits beyond what is covered under this Limited Warranty as a courtesy or goodwill gesture. However, any such extensions shall apply only to the specific instance in which it is granted and shall not constitute a waiver of Kolbe's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all circumstances. The provisions of this Limited Warranty are severable and independently enforceable.

PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THIS LIMITED WARRANTY

Written notice of any claim under this Limited 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 or provinces do not allow limitations on the length of an implied warranty and some states or provinces do not allow the exclusion or limitation of incidental or consequential damages. In such instances, these limitations or exclusions may not apply in all circumstances. This Limited Warranty gives the owner of the product specific legal rights. However, the owner may also have other rights which vary from state to state or province to province. No Kolbe distributor or dealer of Kolbe products has the authority to alter or change these warranties either orally or in writing.

CLASS ACTION WAIVER

Any dispute resolution proceeding brought by the owner or Kolbe will be conducted only on an individual basis and not as a plaintiff or class member in any purported class or representative action. Any proceedings arising from or related to the Forgent windows or doors and/or this Limited Warranty shall not be consolidated with any other proceedings involving Kolbe or any other entity or person.

GOVERNING LAW

This Limited Warranty and all claims brought hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without regard to its conflict of laws principles. Any action, claim, suit, or proceeding arising from or relating to this Limited Warranty shall be litigated solely and exclusively before the United States District Court for the Western District of the State of Wisconsin. The parties consent to *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 USC § 1404 or 1406 (or any successor statutes thereto) or the doctrine of *forum non conveniens*. In the event the United States District Court does not have subject matter jurisdiction for said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Marathon County, Wisconsin, and the parties consent to the personal jurisdiction of such courts for the purpose of such litigation.