

KAWNEER LIMITED WARRANTY AND REMEDY

This is to certify that KAWNEER COMPANY, INC (KAWNEER) warrants to its dealers, customers and all subsequent purchasers and owners of the project incorporating KAWNEER products, subject to every term, condition and limitation stated herein, that the products supplied by KAWNEER shall be free from material defect in materials and workmanship for a period of two (2) years from the date of substantial completion of the project, provided however, that the limited warranty period shall begin in no event later than six (6) months from the date of shipment, except for (i) the KAWNEER "Husky II" Concealed Overhead Closer, for which the warranty term hereunder shall be five (5) years from the date of shipment from KAWNEER facility; and (ii) the KAWNEER doors with the Welded Dual Moment Corner Construction, for which the warranty term hereunder shall be the normal, useful life of the door.

This limited warranty ("Limited Warranty") applies only if KAWNEER'S products are installed and maintained according to KAWNEER'S recommended practices and installation instructions, and only if KAWNEER is notified in writing within sixty (60) days after such defect either (i) appears or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the claiming party to notify KAWNEER within such period shall automatically relieve KAWNEER of any and all responsibility and/or liability under this Limited Warranty.

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY AND REMEDY ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty does not cover, and KAWNEER hereby disclaims all liability for the installation of KAWNEER products, any particular application or selection of the product for any particular project or design, any parts, gaskets, glazing materials, components or sealants of other manufacturers used with KAWNEER products, or any lack of performance of KAWNEER products attributable to such items. This Limited Warranty also does not cover, and KAWNEER hereby disclaims all liability for, any product which has been subject to abuse, alteration, neglect, misuse, abnormal use, accident, fire, war, flood, earthquakes, acts of God, or to which parts, not supplied by KAWNEER have been added, or to defects caused by depreciation or normal wear. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by KAWNEER and shall be final and binding upon all parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defect or any other condition or use of the products supplied by KAWNEER, however caused, and whether such claim is based upon breach of representation, warranty, condition, contract (fundamental or otherwise), tort (including negligence), strict liability or any other theory is limited to, at KAWNEER'S option, repair or replacement of such products or repayment by KAWNEER of the purchase price paid for it. The remedy with respect to claims made relating to KAWNEER Doors with Welded Dual Moment Corner Construction excludes the replacement of glass, gaskets, hardware, immediate framing, temporary enclosures or any related labor or installation costs. In no event does KAWNEER'S warranty cover the cost of labor or sundry materials required to remove and/or replace any defective product.

The products repaired, replaced or otherwise restored shall be warranted to the same extent and to the expiration date from the original date of shipment, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration, without the written notice and agreement by a duly authorized officer of KAWNEER. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

KAWNEER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASER'S ORIGINAL PAYMENT MADE TO KAWNEER FOR PRODUCT FURNISHED BY KAWNEER. IN CONSIDERATION OF THIS LIMITED WARRANTY, KAWNEER SHALL NOT BE LIABLE FOR SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN OR INSTALLATION OF THE PRODUCT, OR OTHER COMMERCIAL LOSS OR INJURY.

This is the only warranty made in connection with the sale and distribution of the KAWNEER products. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise with respect to the KAWNEER products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on KAWNEER unless made in writing and signed by a duly authorized officer of KAWNEER.

Laws and building and safety codes governing the design and use of glaze entrance, window and curtain wall products vary widely. KAWNEER does not control the selection of product configurations, operating hardware or glazing materials, and assumes no responsibility therefor.

L I M I T E D
**LIFETIME
WARRANTY** *For
Kawneer Doors
With Welded
Dual Moment Corner
Construction*

Limited Lifetime Warranty and Remedy for Kawneer Doors With Welded, Dual Moment Corner Construction. This warranty is in addition to Kawneer's current standard two (2) year warranty and applies solely and exclusively to Kawneer doors with welded, dual moment corner construction.

This is to certify that KAWNEER COMPANY, INC. (KAWNEER) warrants to its dealers, customers and all subsequent purchasers and users that:

Welded corner construction of the doors shall be free from material defects in workmanship and material for the normal, useful life of the door.

The warranty set forth above commences at the date of shipment from KAWNEER'S factory and applies only if KAWNEER'S doors are installed and maintained according to KAWNEER'S recommended practices and installation instructions, and only if KAWNEER is notified in writing within sixty (60) days after such defects appear.

Kawneer Does Not Make any Other Representations or Warranties, Express or Implied, Including But Not Limited to Any Implied Warranty of Merchantability or Fitness for a Particular Purpose

This warranty does not cover, and KAWNEER hereby disclaims all liability for the installation of KAWNEER doors. This warranty also does not cover, and KAWNEER hereby disclaims all liability for: any door which as been subject to abuse, alterations, modifications neglect, misuse, abnormal use, accident, fire, war, flood, earthquakes, acts of God, or damage caused by parts not supplied by KAWNEER. All decisions regarding alleged defects in material and workmanship shall be made by KAWNEER and binding upon the parties.

The sole and exclusive remedy with respect to this warranty or with respect to any other claim relating to defects or any other condition or use of the doors supplied by KAWNEER, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory is limited to repair or replacement of such doors or repayment by KAWNEER of the purchase price paid to it and does not include the replacement of glass, gaskets, hardware, immediate framing, temporary enclosures or any labor or installation costs.

In No Event Shall Kawneer be Liable for Special, Direct, Indirect or Consequential Damages of Any Kind, Including But Not Limited to Loss of Use, Loss of Profits or Good Will, or Other Commercial Loss or Injury.

No representative, customer or other person is authorized to make or makes any warranty, representation or promise with respect to the doors. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on KAWNEER unless made in writing and signed by KAWNEER'S authorized representative.

Warranty to be redeemed at Kawneer Company, Inc. Manufacturing or Service Center facilities.
Visit www.kawneer.com to locate all Kawneer facilities.



Kawneer Company, Inc.
Technology Park/Atlanta
555 Guthridge court
Norcross, GA 30092
770/449-5555