

# Therma-Tru® Composite Door Frame

featuring Tru-Guard™ Composite Technology

## Limited Warranty

For Purchases Made on or After January 1, 2019

### 1. WHAT PRODUCTS THIS WARRANTY COVERS AND HOW LONG

#### A. PRODUCT DEFINITION

The "Product" is a THERMA-TRU® COMPOSITE DOOR FRAME FEATURING TRU-GUARD™ COMPOSITE TECHNOLOGY entirely composed of genuine Therma-Tru components and originally installed and remaining in its original installation position in the United States or Canada.

#### B. COVERAGE

Subject to the limitations and exclusions below, and for the duration of the Warranty Period, Therma-Tru warrants that Products purchased and installed in the USA or Canada are free from non-conformities in material and workmanship (such as Frame Rot or Decay) from the date of original purchase and continuing: (i) for a Residential Warranty Holder, for as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed ("Lifetime Limited Warranty"); or (ii) for a Commercial/Multi-Resident Warranty Holder, for a period of three (3) years commencing on the earlier of the date the Product was shipped from Therma-Tru or an authorized dealer (the "Warranty Period"). This warranty is not transferrable.

#### C. 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 (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:

- General wear and tear
- Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters
- 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); 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](http://www.thermatru.com)

- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations.
- Misapplication of the Product 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.
- 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.
- 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.
- Finishing not factory applied by Therma-Tru.
- Fading, discoloration, or color change of a Therma-Tru factory-applied white 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.
- Products not installed in the USA or Canada.
- 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.

- 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.

### 3. THIS 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 product (color and graining matching not guaranteed), or
- Provide replacement product 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 purchase price or the original catalog list price).

Repaired or replaced products 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 is not available, Therma-Tru may select and provide a replacement Product 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.

### 5. 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® DO NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

### 6. LIMITATION OF LIABILITY

THERMA-TRU SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT 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 PRODUCTS OR THE NON-CONFORMING COMPONENTS PURCHASE PRICE.

### 7. 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](http://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, 2019