

# Same-Day® Stain

## Therma-Tru STAIN AND TOPCOAT

### 5-YEAR LIMITED WARRANTY

#### For use on Therma-Tru Fiberglass Door Systems

This warranty is separate from the written warranties that accompany Therma-Tru Corp.'s (Seller's) Classic-Craft®, Fiber-Classic®, and Smooth-Star® fiberglass entry and patio door systems ("Therma-Tru fiberglass door system").

#### WHAT THIS LIMITED WARRANTY COVERS AND HOW LONG

The "Product" is "Therma-Tru Stain" and/or "Therma-Tru Topcoat." These Products are part of the "Same-Day® Stain Fiberglass Door Finishing System". When these Products are packaged with various application accessories, including a foam brush, one-size-fits all gloves, 3 inch natural brush, 2 inch synthetic brush, staining rag, cleaning rages, mineral spirits, stir sticks, test samples and instructions, the Product is the "Same-Day Stain Fiberglass Door Finishing Kit".

Subject to the limitations and exclusions herein, Seller warrants to the purchaser ("Warranty Holder") that the Products will be free from non-conformities in material for a period of five (5) years from the date of original purchase.

THIS LIMITED WARRANTY APPLIES ONLY WHEN THE PRODUCT IS APPLIED TO A THERMA-TRU FIBERGLASS DOOR SYSTEM. IF THE PRODUCT IS APPLIED TO ANYTHING OTHER THAN A THERMA-TRU FIBERGLASS DOOR SYSTEM, THEN NO WARRANTY IS MADE ABOUT THE PRODUCT AND THE PRODUCT IS PURCHASED AS-IS" WITH NO WARRANTY EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not include non-conformities or damages attributable to or arising from:

- APPLICATION TO ANY FIBERGLASS DOOR SYSTEM NOT MANUFACTURED BY THERMA-TRU
- Application to any product other than a Therma-Tru fiberglass door system
- Negligence; improper use or application inconsistent with Seller's recommendations and written instructions found in Seller's "Same-Day® Stain Fiberglass Door Finishing Kit" as updated by bulletins or other written communications or on Seller's worldwide website [HYPERLINK "http://www.thermatru.com" www.thermatru.com](http://www.thermatru.com)
- Alteration of the Product in any manner, including but not limited to thinning the consistency of the Product
- Improper handling or storage, including but not limited to, allowing the Products to become frozen

#### 3. CERTAIN HANDLING CONSIDERATIONS THAT AFFECT HEALTH AND SAFETY: PRODUCT SELECTION RISKS

PRODUCT SELECTION AND USE IS THE SOLE RESPONSIBILITY OF THE WARRANTY HOLDER. THERE ARE HEALTH AND SAFETY RISKS IN USING THE PRODUCTS. CAREFULLY READ THE LABELS ON THE PRODUCTS BEFORE USE. THE INSTRUCTIONS INCLUDE THE FOLLOWING GENERAL WARNINGS, BUT THESE WARNINGS ARE NOT AN EXCLUSIVE LIST OF PRECAUTIONS THAT SHOULD BE TAKEN WHEN USING THE PRODUCTS: USE ADEQUATE VENTILATION; DO NOT TAKE INTERNALLY; AVOID CONTACT WITH SKIN; KEEP THE PRODUCTS OUT OF THE REACH OF CHILDREN; SEEK LOCAL EMERGENCY MEDICAL CARE WHEN NEEDED; KEEP THE PRODUCTS AWAY FROM HEAT, SPARKS AND FLAMES. FOR ADDITIONAL HEALTH AND SAFETY INFORMATION, REQUEST FROM SELLER OR REFER TO THE MATERIAL SAFETY DATA SHEET FOR THE PRODUCTS WHICH ARE AVAILABLE AT [HYPERLINK "http://WWW.THERMATRU.COM" WWW.THERMATRU.COM](http://WWW.THERMATRU.COM).

4. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY If the Product fails to meet this Limited Warranty, Seller's sole obligation is, to either (as Seller elects): a) provide replacement Product to the Warranty Holder or the Seller's dealer designated (color matching not guaranteed); or b) refund the Warranty Holder's purchase price (the lesser of the original Product purchase price or the original catalog list price of the "Same-Day® Stain Fiberglass Door Finishing Kit". Replaced Products are warranted only on the same terms and for the remainder of the Warranty Period. Seller reserves the right to discontinue or change any Product. If the Product is not available, Seller 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 the following costs and expenses: (i) labor for removing existing Product or other products and refinishing with the Product (or other materials that are removed, reinstalled or refinished when the Product is used); (ii) shipping/ freight expenses to return the Product to Seller; (iii) normal maintenance; or (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, EXPRESSED 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 DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. SELLER DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

#### 6. LIMITATION OF LIABILITY

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER 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 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 WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'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 sold the Product. If that party is unknown or unreachable, contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 800-537-5322 or at [www.thermatru.com](http://www.thermatru.com). Claimant will be required to provide proof of the date of Product purchase and may be required to return the Product to Seller (at Claimant's expense).