

# Smooth-Star®

Fiberglass Hinged and Sliding Patio Door System

## Residential Lifetime Limited Warranty For purchases made on or after January 1, 2010

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

Smooth-Star® Hinged and Sliding Patio Door Systems ("Product") includes the door panel(s), frame components, including jambs, mullions, astragals and brickmould, inserted glass panels, internal grids (if any), weather-stripping, handle set hardware, hinges, door bottom gaskets, slider rollers, corner seals, door sill, patio door screens (excluding the screen mesh), and the multi-point locking system. This Limited Warranty applies only when all of these parts are genuine Therma-Tru components.

#### a) COVERAGE

Subject to the limitations and exclusions below, and for the duration of the applicable Warranty Period, Therma-Tru Corp. ("Seller") warrants: (1) that the Product's non-glass components will be free from non-conformities in material and workmanship; and (2) the Product's glass components will be free from non-conformities in 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.

#### b) WARRANTY PERIOD

Residential Warranty Holder: Lifetime from the date the Product was originally purchased from an authorized dealer. Not transferable.

Commercial/Multi-Resident Warranty Holder: 3 years from the earlier of the date Product was shipped from the Seller or an authorized dealer; transferable to a successor non-residential owner during and for any balance of the 3 years Warranty Period.

#### 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 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

#### a) GENERAL

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

- Minor scratches or minor visual imperfections
- Negligence; improper use, assembly of the Product (door system) other than by Therma-Tru (Seller), incorrect installation, finishing (of the exterior with stain, paint or varnish, or in any manner, or incorrect finishing of the interior), lack of maintenance (including failure to keep exterior weep holes clear or free of obstructions and interior track free of debris so that door will drain properly) or operation inconsistent with Seller's recommendations and written instructions that are generally available in Seller's Product Manual as updated by bulletins or other written communications or on Seller's Worldwide website [www.thermatru.com](http://www.thermatru.com).
- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations
- Misapplication or faulty building design or construction, including inadequate flashings or caulking
- Product reinstalled after removal from its original installation
- Normal wear and tear, including without limitation, wear and tear to weather-stripping, door bottom gaskets, slider rollers, hinges, hardware, or the multi-point locking system finish as stated in Section 2e.

#### b) GLASS

This Limited Warranty does not include:

- Minor variations in glass color or imperfections that do not affect the glass' structural integrity or do not permanently and materially obstruct vision from moisture formation between the panes
- Glass covered with after-market window films
- Accidental glass breakage, including caused by debris or foreign objects striking the glass, or breakage that may occur under conditions exceeding the Product's performance parameters
- Condensation, frost or mold resulting from humidity within the building and interior/exterior temperature differentials
- 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 four feet away
- The alteration or application of any aftermarket films, coatings, tints or other similar products not originally supplied by Therma-Tru will unconditionally void this Warranty.

#### c) CERTAIN ENVIRONMENTAL CONDITIONS

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 that are test evaluated and certified as referenced in Seller'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. 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 your area. 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. Seller is not responsible for claims or damages caused by water or air infiltration. PRODUCT SELECTION IS THE SOLE RESPONSIBILITY OF THE WARRANTY HOLDER.

#### d) DAMAGE FROM FAILURE TO INSPECT PRODUCT FOLLOWING EACH HIGH-WIND OR IMPACT EVENT

Product that is subject to any high wind event or the possibility of having been impacted by wind-borne debris should be promptly inspected by the Warranty Holder or by a building professional if the Warranty Holder cannot perform this inspection themselves or if there is concern about Product damage. Proper care and maintenance of the Product is the responsibility of the Warranty Holder and failure to do so may void the Limited Warranty. Although a Product may appear to be in good working condition, the effects of such an event(s) may have adversely affected the ability of the Product to provide subsequent protection against another such event.

#### e) MULTI-POINT LOCK SYSTEM

The mechanical and locking mechanism of the Seller's multi-point locking system is warranted against non-conformities in materials and workmanship for the Warranty Holder's Warranty Period. This Limited Warranty does NOT COVER THE FINISH, including, but not limited to finish discoloration or scratches and abrasions. For clarification, this Limited Warranty does not cover non-conformities or damages described in Section 21, 2c, and 2d above.

### 3. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

If the Product or any components fail to meet this Limited Warranty, Seller's sole obligation is, to either (as Seller elects): a) repair the component (color matching not guaranteed); or b) provide replacement component(s) to the Warranty Holder or the Seller's dealer designated (color matching not guaranteed); or c) refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price). Repaired or replaced components 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 or component is not available, Seller may select and provide a replacement Product or component 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, 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 Seller; (iii) normal maintenance; or (iv) consequential, special, or indirect losses or damages of any kind.

### 4. 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.

### 5. LIMITATION OF LIABILITY

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT, REPAIR, 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 PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

### 6. 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 800-537-5322 or at [www.thermatru.com](http://www.thermatru.com). Claimant will be required to provide proof of premises ownership and the date of Product purchase and may be required to return the Product or component to Seller (at Claimant's expense).