

# Therma-Tru® Door Systems

Classic-Craft®, Fiber-Classic®, and Smooth-Star® Flush-Glazed Fiberglass Door Systems

## **Construction Glass Breakage Rider**

to

## **Fiberglass Door Systems Limited Warranty**

Residential and Multi-Resident Premises

For Purchases Made on or After January 1, 2015

This Limited Rider ("Rider") supplements the Therma-Tru® Fiberglass and Steel Door Systems Limited Warranty for Classic-Craft®, Fiber-Classic®, and Smooth-Star® Fiberglass Door System Products of Therma-Tru in effect on the purchase date ("Limited Warranty") and only as provided herein. Except as modified by this Rider, all other terms of the Limited Warranty remain in full force and effect. Capitalized terms in this Rider have the same meaning as set forth in the Limited Warranty. For a copy of the Limited Warranties, contact an authorized Therma-Tru dealer, or contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 1-800-537-5322, or visit Therma-Tru's website at [www.thermatru.com](http://www.thermatru.com).

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

Therma-Tru Corp.'s ("Seller's") Classic-Craft, Fiber-Classic, and Smooth-Star Flush-Glazed fiberglass door and sidelite slabs purchased on or after January 1, 2015, and originally installed and remaining in the original installation position and that have a glass lite which is factory installed by Therma-Tru ("Flush-Glazed Slab" or "Product"). A genuine Therma-Tru Flush-Glazed Slab can be identified by Therma-Tru or an authorized Therma-Tru dealer by the style and configuration of the slab and glass lite component.

### 2. RIDER COVERAGE AND WARRANTY PERIOD

This Rider provides additional coverage and warrants the glass component of the Flush-Glazed Slab against accidental cracking and breakage during (i) premises construction and continuing until the earlier to occur of one (1) year after substantial completion of construction or when the original Residential Warranty Holder takes possession of their home or the original Multi-Resident Warranty Holder first provides occupancy (on a building-by-building basis for projects with multiple structures under construction), or (ii) during installation of a Flush-Glazed Slab door system in a situation that is more appropriately characterized as a renovation project because the Residential Warranty Holder already occupies their home or the multi-resident premises has previously been operational as providing residential occupancy. This Rider is subject to the limitations below and in the Limited Warranty (excluding references to damages due to accidents.) This Rider does not cover damage to any other components of the door system, including but not limited to the slab and framing components; Therma-Tru's Limited Warranty referred to above sets forth the terms and conditions that apply to non-accidental damage to the glass component of the Flush-Glazed Slab and to damage to other Therma-Tru products and components. If the accidental cause of the damage is uncertain, Therma-Tru may engage a third-party inspector for assistance. This Rider does not apply to premises where the primary purposes is non-residential, that is, this Rider does not apply to COMMERCIAL WARRANTY HOLDERS.

### 3. THIS RIDER'S EXCLUSIVE REMEDY

If the glass component of the Flush-Glazed Slab cracks or breaks accidentally during the applicable Warranty Period, and a warranty claim is initiated during the Warranty Period, Seller will provide at no charge to the Warranty Holder a replacement Flush-Glazed Slab including the glass component, in each case (color and style matching not guaranteed). This is the sole and exclusive remedy under this Rider. By example but not limitation, this Rider does not cover any of the following costs and expenses: (i) labor for removing, reinstalling, refinishing the Flush-Glazed Slab (or other materials that are removed, reinstalled or refinished to replace the Flush-Glazed Slab; (ii) shipping/freight expenses to return the Product to Therma-Tru or dispose of the Product; (iii) normal maintenance; (iv) consequential, special, or indirect losses or damages of any kind. Except as modified by this Rider, the replaced glass component of the Flush-Glazed Slab is warranted only on the same terms as set forth in the Limited Warranty and only for the remainder of the Warranty Holder's Warranty Period.

### 4. LIMITATION OF LIABILITY, AND DISCLAIMER OF WARRANTIES

This Rider, read in conjunction with "THERMA-TRU FIBERGLASS AND STEEL DOOR SYSTEMS RESIDENTIAL LIMITED WARRANTY" for Classic-Craft, Fiber-Classic, and Smooth-Star Fiberglass Door System Products, sets forth the Classic-Craft, Fiber-Classic, and Smooth-Star Warranty Holder's sole and exclusive remedy for accidental cracking or breakage of the glass component of a Flush-Glazed Slab. In no case will Seller be liable to the Warranty Holder or any other person for any consequential, special, or indirect losses or damages of any kind. Without limiting the scope of the foregoing: THE LIMITED WARRANTY AND THIS RIDER ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH THEREIN, 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 DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS. 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 PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

#### 5. CLAIMS

Claims under this Rider must be initiated during the Warranty Period as indicated in the Limited Warranty. Seller reserves the right to request details about the circumstances that gave rise to a claim for warranty coverage under this Rider.

Note: This Warranty Rider 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, 2015  
Part #MAFGWR15 MZTZ NOV 2014

**THERMA-TRU<sup>®</sup>**  
**DOORS**