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# NORTHEAST BUILDING PRODUCTS CORPORATION LIMITED PRODUCT WARRANTY

LIFETIME WARRANTY FOR ORIGINAL CONSUMER PURCHASER CAMELOT® AND WINFORCE® ENTRY DOORS

Thank you for choosing Northeast Building Products Corporation ("NBP"). This Limited Warranty applies to Entry Doors ("Products") manufactured by NBP after January 1, 2018, and extends to the Original Owner, First Subsequent Owner, and Owner of a Commercial Property in which Products are installed. Please read carefully the Dispute Resolution Process that appears in this document after the Limited Warranty.

### What is Covered.

Subject to the terms, conditions, limitations, and exclusions described in further detail below, NBP warrants its Products to be free from the following defects in manufacturing, materials, and workmanship under normal use: (1) rusting, shrinking, swelling, warping or splitting of the door slab; (2) material obstruction of vision through the Insulated Glass Unit ("IGU") due to dust, moisture or film within the IGU in compliance with ASTM C1036; and (3) other non-specified Product components and hardware defects resulting in a significant impairment of operation or usage.

#### What We Will Do.

Upon proper Notice of a claim made within the Coverage Period, NBP will provide Product replacement parts necessary for repair of a covered warranty issue that results in a significant impairment of operation or usage. NBP will provide replacement parts only. If original parts are not available, NBP, at its sole discretion, will provide the closest equivalent part or product available. If the provision of parts is not commercially practical or cannot be timely made, NBP, in its sole discretion, may refund the price (prorated if applicable) of the affected Product in full satisfaction of its obligation under this Warranty. NBP is not responsible for labor or delivery costs incurred in repairing or replacing products, or any incidental or consequential damages that may arise out of a claim for breach of this warranty.

### Coverage Periods.

Different Warranty periods apply to this warranty. Please read this document closely including the **Coverage Limitations**, which alter the coverage periods listed below.

The Warranty coverage periods listed below begin on the date of delivery by NBP. "Delivery by NBP" means the moment at which the Product leaves NBP's sole custody and control and is delivered to the Original Owner or Commercial Owner, or their agent, representative, builder, installer, or subcontractor, and includes delivery to a customer location or jobsite by NBP truck as well as pick-up of the Product at a NBP facility or a NBP or shared NBP/customer distribution center.

<u>Original Owner</u>: LIFETIME during full-time residency of the original consumer purchaser of Product installed into a single-family residence. The Original Owner is the first residential end-user consumer of the Product installed into an owner-occupied single-family residence.

<u>First Subsequent Owner</u>: 10 YEARS from the date of original Product delivery by NBP, provided that a validated Warranty has been transferred to the First Subsequent Owner. The First Subsequent Owner is the first subsequent homeowner of a single-family owner-occupied residence. After 10 years from the date of original Product delivery, this Warranty is PRORATED to the First Subsequent Owner. The cost of replacement parts is the responsibility of the First Subsequent Owner and is calculated on a prorated basis by multiplying NBP's then-current selling price for the part by the percentage of such costs that the first subsequent homeowner is responsible for paying as follows:

Warranty Year Percentage of Cost First Subsequent Homeowner is Responsible For Paying

 Years 11-15
 50% of the cost

 Years 16-24
 75% of the cost

 Years 25+
 90% of the cost

<u>Commercial Owner</u>: 5 YEARS on Door Slabs, 1 YEAR for All Hardware, Finishes, Frames, Components, and Internal Mini-Blinds, from the date of Product delivery by NBP. A Commercial Owner is the owner of any structure in which a Product is installed other than an owner-occupied single-family residence (e.g. commercial usage, multifamily construction, rental property, HOA-maintained property, or any structure owned by a business entity, agency, organization, trust or any legal entity capable of infinite life). This commercial Warranty is not transferable.

### How to Qualify for Coverage.

The Original Owner or Commercial Owner of any structure must complete the Certificate of Registration provided with the Product order and mail it to NBP at 4280 Aramingo Avenue, Philadelphia, PA 19124 within 30 days of the date of Product delivery in order to validate this Warranty and qualify for its benefits.





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The First Subsequent Owner of a residential structure must transfer a validated Warranty to qualify for its benefits. To transfer a validated Warranty, the First Subsequent Owner must complete the Certificate of Transfer and mail it to NBP, along with a \$50 transfer fee, within 30 days of transfer of title of the single-family residence. The Certificate of Registration and Certificate of Transfer are available at <a href="http://www.nbpwindows.com/support/warranties">http://www.nbpwindows.com/support/warranties</a>. The transfer of a validated Warranty is expressly conditioned upon the First Subsequent Owner's timely submission of the Certificate of Transfer and transfer fee. PLEASE KEEP A COPY OF YOUR CERTIFICATE OF REGISTRATION OR, IF YOU ARE THE FIRST SUBSEQUENT OWNER, A COPY OF THE ORIGINAL OWNER'S CERTIFICATE OF REGISTRATION AND YOUR CERTIFICATE OF TRANSFER FOR YOUR RECORDS. This is your proof of entitlement to warranty coverage.

BY REGISTERING OR TRANSFERRING THIS WARRANTY, YOU AGREE TO THE DISPUTE RESOLUTION PROCESS BELOW. THE DISPUTE RESOLUTION PROCESS INCLUDES CLASS ACTION AND JURY TRIAL WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.

### How to Make a Claim; Notice Required.

Contact the contractor/dealer who installed the Product and request an inspection. If the contractor identifies a covered issue, confirm that the contractor will contact NBP for service. If your contractor is not available, contact NBP directly at Northeast Building Products, 4280 Aramingo Ave, Philadelphia, PA 19124 or services@nbpmail.com. NBP's obligations under this Warranty do not arise until NBP receives proper notice. Warranty claims must be received by NBP in writing during the period of ownership and within the coverage period and must include the owner's proof of purchase, date of homeowner purchase, contractor's name and address, and date the condition was discovered.

### **Coverage Limitations.**

Improper Product Installation. Product installation instructions are available for download at <a href="http://www.wixsys.com/NortheastBP.html">http://www.wixsys.com/NortheastBP.html</a>. This Warranty does not cover damages due to improper installation not in accordance with these instructions, ASTM E 2112, and local code requirements. This includes removal, painting, repair, adjustment, tampering or reinstallation of Product or components; or undue stress or pressure applied to the Product by adjacent construction or inadequate provision for expansion or contraction of the Product or framing, building settlement, excessive building movement or structural failures of walls or foundations.

<u>Door Slabs</u> are warranted not to rust, shrink, swell, warp, split or crack under normal usage. The door will be replaced at no charge for material, if upon inspection by our company representative, it appears that these conditions have impaired operation and usage and were not caused, in whole or part, by abuse, negligent care, improper installation or forced entry.

### Frames.

- <u>Metal L Frames</u>, threshold, bottom sweep, hinges and weatherstripping are warranted against defects in material and workmanship for a period of 5 years from date of delivery.
- <u>Composite Door Frames</u> are warranted against defects in material and workmanship, rotting and decay, provided that they are installed without alteration and in accordance with applicable building codes, in accordance with installation instructions, and there is no storm door installed into the same opening.
- Wood Door Frames and components must be painted or capped within 90 days of installation
  and continuously painted thereafter in accordance with the paint manufacturer's recommendations.
  The wood door frames and brickmold must not come in direct contact with wet cement, soil or other
  moist materials or be submerged in water.

<u>Finishes</u>. The paint or stain finish on the door slab, glass trim, composite frame or metal frame is warranted against flaking, blistering or peeling for a period of 7 years from date of delivery. Glass trim and glass sealant is not warranted when the entry door is used in conjunction with a storm door. The space between the two doors, when subjected to direct sunlight or extreme heat, becomes a solar heated chamber. The excessive temperatures may cause trim to distort or melt, and may cause sealant to fail, jeopardizing the water tight seal. This warranty DOES NOT COVER scratches, abrasions, deterioration due to the use of paints, solvents or other chemicals, abuse, misuse, or product(s) used in commercial applications. This warranty shall be void if the warranted surfaces including hardware are improperly cleaned, such as with a power washer or with harmful solvents, if any portion of the Product is repainted or coated in any way, or if any other "aftermarket" products such as window films are applied to NBP Products. Please refer to our Care and Cleaning instructions.





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<u>Hardware</u>. Kwikset Signature Series<sup>™</sup> Hardware is warranted against mechanical or finish failure. Kwikset Electronic Hardware is warranted for 1 year from date of delivery.

<u>Hardware Accessories</u>. Peepsights, Peepsight knockers, Mail Slots, Magazine Slots, Knockers, Pitcher Handles, and Kickplates are warranted against mechanical defects and tarnishing for one year from date of delivery.

<u>Glass</u>. All NBP entry door glass use safety tempered glass. The Clear/Low E IGU are LIFETIME warranted against condensation within the IGU due to seal failure. Glass has inherent characteristics such as distortions, bubbles, discolorations, debris, and scratches. These types of characteristics are expected and excluded from this Warranty if they meet the standard specifications for flat glass ASTM C1036, heat treated flat glass ASTM C 1048, and/or laminated flat glass ASTM C 1172.

#### GLASS BREAKAGE IS NOT COVERED UNDER THIS WARRANTY.

<u>Decorative Glass</u> units are warranted for 20 years against condensation within the decorative IGU due to seal failure. Slight bubbles, lines, pattern variations or discolorations are all characteristics of decorative art glass and are not to be considered defects.

#### WinForce®

- <u>WinForce</u>® Products are available in non-laminated IGU and impact-resistant laminated IGU, both of which are warranted against significant delamination and material obstruction of vision for 10 years from the date of delivery.
- <u>Hurricane Impact WinForce® Products</u> use laminated glass for High Velocity Hurricane Zone (FL#15419) and is warranted against significant delamination and material obstruction of vision for 10 years from date of delivery. Condensation on the product is the natural result of humidity within the house or building caused by interior/exterior temperature differentials and does not indicate a manufacturing defect.
- <u>Structural Ratings</u>. WinForce<sup>®</sup> Entry Door Products have structural ratings which, if exceeded,
  can cause Product damage. Inspect your Product after a significant weather event for damage and repair
  as needed. Damage to Product as the result of exposure to a force exceeding the Product rating is not
  covered under this Warranty.

<u>Caulking</u> is sometimes used to seal the frames or trim packages from water and/or air penetration. Caulking is not considered part of the Product and is not covered under this Warranty. Caulking is considered a maintenance responsibility of the homeowner or property owner.

<u>Product performance</u>. Product performance specifications and testing results are derived from industry standard tests and related mandatory requirements. To maintain consistency, NBP manufactures its Products for sale utilizing the same processes and materials that are used in fabrication of its products for testing. A range of tolerance is inherent in manufacturing processes and some variance may exist among individual product performance values.

Repairs. NBP is not responsible for any costs incurred in performing repairs with parts provided under this Warranty including but not limited to costs relating to inspection, shipping, removal, installation or reinstallation of any Product or part, or repair of any damage or incidental damage because of any repair such as labor or materials to paint or stain any repaired or replaced Product, component, trim or other carpentry work that may be required. Inspection, repair or adjustments by NBP, if any, will result in a service charge to be paid in advance. NBP is not responsible for local building code or building requirements, or obtaining permits. Replacement parts may not be an aesthetic match to the original. Where parts are no longer available, NBP, in its sole discretion, will substitute a part of like kind and design. If the provision of parts is not commercially practical or cannot be timely made, NBP, in its sole discretion, may refund the price (prorated if applicable) of the affected part in full satisfaction of its obligation under this Warranty.





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READ the entire LIMITED WARRANTY for the conditions and limitations that apply to this information. Not all product components and coverage periods may be listed. The Warranty Periods listed below apply to the Original Owner. Commercial Owners refer to the coverage periods above.

	<b>CAMELOT</b> ®	WINFORCE®
Product Component	Warranty Period	
Door Slabs	Lifetime	10 Years
Composite Frame	Lifetime	10 Years
Wood Frame	Lifetime	N/A
Metal Frame	5 Years	N/A
Paint/Stain Finish	7 Years	7 Years
Hardware - Signature Series™	Lifetime	10 Years
Hardware - Electronic	1 Year	1 Year
Hardware - Accessories	1 Year	1 Year
Glass – Clear/Low-E	Lifetime	10 Years
Glass – Decorative	20 Years	10 Years
Glass – Impact	10 Years	10 Years

DISCLAIMERS & LIMITATIONS OF REMEDIES. The remedy provided for in this Warranty is the sole and exclusive remedy with respect to NBP Product, whether arising out of contract, tort or otherwise, and in no event shall NBP's liability exceed the original purchase price of the affected Product. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NBP MAKES NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NBP SHALL NOT BE RESPONSIBLE FOR DAMAGES OF ANY KIND, WHETHER CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT, EXEMPLARY OR PUNITIVE. Some state and federal laws do not allow the disclaimer of implied warranties or exclusion of incidental and consequential damages, so these disclaimers or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may have other rights which vary from state to state. If any specific term of this Warranty is prohibited by an applicable law, it shall be null and void, but the remainder of this Warranty shall remain in full force and effect.

### **Specific Additional Exclusions.**

In addition to any other limitations or exclusion in this Warranty, NBP shall have no obligation for product failure, damage or costs caused in whole or part by:

- The natural aging of parts subject to friction or the elements. Such damage shall not constitute a failure nor require response under this warranty.
- Minor color or textural variations from lot-to-lot of Product. Such color or textural variations are not Product defects.
- Condensation, mold or fungus on Products. This condition may occur as the natural result of humidity within
  the house or building caused by interior/exterior temperature differentials and does not indicate a
  manufacturing defect.
- Water infiltration other than as a result of a defect in manufacturing.
- Improper handling or storage, misuse, abuse, vandalism, neglect, lack of or improper maintenance, or natural aging of parts due to friction or the elements.
- Accident, acts of God, fire, flood or atmospheric contaminants; application of heat causing excessive temperature differentials; or anything outside of NBP's control.
- Failure to follow NBP Care and Cleaning Instructions & General Information for upkeep of NBP product or
  maintenance inadequate for the existing application. This includes improper maintenance, such as use of brick
  wash, razor blades, sealants, sanding or improper washing, or power washing.
- Damage caused by failure to properly seal and protect exposed wood surfaces of the Product against moisture.
- Damage caused by the presence of a storm door
- Exposure to conditions beyond published performance specifications.
- Damage caused by handling or delivery by anyone other than NBP.
- Normal wear and tear.





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#### **Additional Notes.**

This warranty applies only to Product installed in the United States and for which NBP has been paid in full. This Warranty is not assignable or transferable other than stated herein and may not be altered or modified. No representative, dealer, distributor, agent or employee of NBP has authority to bind NBP to any affirmation, representation or warranty concerning NBP Product, other than stated herein. Performance under this Warranty does not create a new warranty or extend any term of this Warranty. NBP, in its sole discretion, may offer options for warranty satisfaction beyond those provided for in this Warranty, and a failure to enforce a limitation in this Warranty shall not constitute a waiver of enforceability in any other situation. NBP makes no representation and does not intend to convey any representation regarding the useful life or life expectancy of any product.

### Dispute Resolution.

If you are dissatisfied with the remedy provided to you under the Warranty or have any other claim against NBP related to your Product, you agree to resolve your claim using the following dispute resolution process, which must be satisfied before you may commence any legal action against NBP. This dispute resolution process will apply to claims of any nature relating to your Product. Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or local laws or regulations, claims based in tort, negligence, or product liability, claims sounding in fraud, marketing or advertising claims, and claims related to the enforceability or effect of any term of the Warranty or this dispute resolution process, including, but not limited to, waivers of class action and jury trials. This Dispute Resolution policy applies to all Disputes whether or not you register your Warranty with NBP.

Notice of Dispute. To assert a Dispute, you must first provide written notice to Northeast Building Products Corporation, 4280 Aramingo Ave, Philadelphia, PA 19124 containing a description of your Dispute and including the Product it relates to and all communications between you and NBP related to the Dispute with the subject line "Warranty Dispute."

NBP's Response. NBP shall have 60 days from receipt of your Notice of Dispute to respond to you in an attempt to resolve your warranty dispute.

No Class Action or Jury Trial. YOU AGREE THAT YOU MAY ASSERT CLAIMS AGAINST NBP ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. YOU AND NBP ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE. Unless both you and NBP agree, no judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Applicable Law and Severability. The terms of this Warranty and Dispute Resolution policy, including, but not limited to, issues related to their enforceability and effect, will be governed by the laws of the State of Pennsylvania without regard to conflict of law principles. If any term of this dispute resolution process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to the issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Forum Selection. After conclusion of the Dispute Resolution process, any remaining dispute between you and NBP arising under or related to this Warranty, including all claims of any nature relating to your Product as identified above, or the Dispute Resolution policy, shall be submitted to the exclusive jurisdiction of the federal and state courts in the State of Pennsylvania.

Opt Out. This Dispute Resolution policy applies to all Disputes whether or not you register your Warranty with NBP. If you would like to Opt Out of this Dispute Resolution policy, you may do so by completing and submitting a written Opt-Out Notice within 30 days of the date of Product delivery, and mail such notice to NBP at 4280 Aramingo Avenue, Philadelphia, PA 19124. The Opt-Out Notice is located on NBP's website at <a href="http://www.nbpwindows.com/opt-out">http://www.nbpwindows.com/opt-out</a>. Whether or not you opt out of the Dispute Resolution policy, all terms, conditions, limitations, and exclusions of the Warranty set forth above remain in full force and effect.

Visit <a href="http://www.nbpwindows.com">http://www.nbpwindows.com</a> for more information about NBP Products.

