

### WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

#### 1. PRODUCT DEFINITION:

The Builders Choice door system ("Product") applies to fiberglass door systems sold by OrePac Building Products.

#### 2. COVERAGE:

Subject to the limitations and exclusions below, and for the duration of the applicable stated Warranty Period, Builders Choice warrants that Products purchased and installed in the USA:

- **NON-GLASS COMPONENTS:** Are free from non-conformities in material and workmanship. Installed locking systems and hinges are warranted against mechanical non-conformities excluding those installed within 5 miles of a body of saltwater. See Section 2a ("WHAT THIS LIMITED WARRANTY DOES NOT COVER") for further clarification.
- **GLASS COMPONENTS:** Are free from non-conformities in material and workmanship resulting from internal glazing failure, seal failure, internal insert slippage, miniblind mechanism failure, and permanent and material visual obstruction from moisture or dust film formation in the air space of the sealed glass unit.

#### NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS:

- For continued warranty coverage, the Product must be finished on all sides within 6 months of the installation date. All bare or unprotected wood surfaces (e.g. door frames), including those surfaces used or exposed by builders, contractors, dealers or distributors on or in conjunction with the Products, should be primed and painted or stained and top-coated within 2 weeks of installation or before exposure to weather, whichever is the earliest. All PVC lite frames and door surrounds must be finished within 30 days of installation.
- Top, bottom, and sides must be inspected and maintained as regularly as the front and back face surfaces.
- Improper or untimely finishing of the Product by the Warranty Holder or its agents (i) increases the chance for Product damage of the type which is not covered by this Limited Warranty and (ii) increases the preparatory work that must be performed by the Warranty Holder or its agents in order to properly finish and maintain the Product in a manner not inconsistent with recommendations and instructions provided by Builders Choice.
- See the Builders Choice recommendations and guidance for proper finishing of fiberglass products at [www.orepac.com](http://www.orepac.com) (i) "Fiberglass Door - Finishing Instructions and Recommendation".

#### SUMMARY OF LIMITED WARRANTY PERIODS FOR PRODUCTS – for Residential Warranty Holders Effective January 2019

This table summarizes for Residential Warranty Holders the Warranty Periods under this Limited Warranty that apply to Products. This table is provided for the Warranty Holder's convenience ONLY. Read the entire Limited Warranty for the conditions and limitations that apply to this information. Products installed in commercial or multi-resident dwellings are subject to different warranty coverages, Warranty Periods, and transferability restrictions which are stated in Section 1(c) "Warranty Duration".

Door System*	Fiberglass
Warranty Period	Lifetime
Door a/k/a Door Slab and Panels	Yes
Fire-Rated**	Select Product Codes (20-minute) **
Glass Lites (Inserted and Flush-Glazed), Clear, Low-E, Miniblinds, Decorative, Lite Dividers and Lite Frames	Yes
Dentil Shelf	Yes
Hinges	Yes
Door Sweep Bottom	Yes
Sill and Sill Pan	Yes
Corner Seal Pad	Yes

\*A "door" is not the same as a "door system". Door Systems are assembled by a person (e.g. your builder, contractor, dealer or distributor) who individually sources and combines components (including the door slab) into an entry system.

\*\*A fire-rated door must be permanently labeled with a fire door certification label to signify that the Product is qualified as fire-rated. To determine if an eligible door has been machined and certified for use as a fire door, an official fire door certification label will be affixed on the edge of the hinge side of the door slab, usually between the top and middle hinge. In the event that a fire door certification label is missing or has been removed, it must be field-labeled by the certification entity that originally certified the door in order to retain its fire rating. A Builders Choice Fire Door (TR12-24) Steel-Edge must be installed with a Builders Choice frame with a lock bore sleeve, a smock, and draft intumescent seal to achieve a 90-minute or 60-minute positive pressure rating.

### 3. WARRANTY PERIOD:

Product	Warranty Holder Classification	
	Residential Warranty Holder	Commercial/Multi-Resident Warranty Holder
Builders Choice Fiberglass Doors:	Lifetime <sup>1</sup>	3-Years <sup>2</sup>

<sup>1</sup> Measured from date Product was originally purchased from an authorized dealer and continuing for as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed ("Lifetime Limited Warranty"), unless a shorter duration is expressly stated for the Product component. Not transferable.

<sup>2</sup> Measured from the earlier of the date Product was shipped from Builders Choice; transferable to successor Commercial/Multi-Resident Warranty Holder during and for the balance of the original Commercial/Multi-Resident Warranty Period.

### 4. WARRANTY HOLDER CLASSIFICATIONS:

**RESIDENTIAL WARRANTY HOLDERS:** An owner is a Residential Warranty Holder 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. For example, assume the Product is installed in a condominium unit 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 (e.g. a 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 at the time of installation of the structure in which the Product has been installed. That owner is classified as a Commercial/Multi-Resident Warranty Holder. This includes owners of commercial or investment buildings, 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 certain condominiums, town homes, duplexes, apartments or cooperatives).

## WHAT THIS LIMITED WARRANTY DOES NOT COVER

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

### 1. Not Covered: General

- General wear and tear.
- Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters.
- The finish on hinges, handles, and locksets is not warranted and is purchased "AS IS". This includes but is not limited to discoloration, tarnishing, scratches, abrasions, and visual imperfections. Exposure to certain environmental conditions, including but not limited to salt spray, acid rain, high humidity, or other corrosive elements may adversely affect the coatings on finishes and mechanical workings of hinges, handles, and locksets. Timely and proper cleaning of these components (periodically wiping down with a soft, water-dampened cloth and drying with a soft, dry cloth) will discourage the development of rust and corrosion, maintaining the factory appearance and sound function of the components. Abrasive cleaners or other harsh

chemicals should never be used on hinges, handles, or locksets. Maintenance of the finish (and of the mechanical components) is the responsibility of the Warranty Holder.

- Mechanical components and locking mechanisms if the Product is installed within (5) miles of a body of salt water or installed on any steel Products. The Warranty Holder is responsible for maintaining the mechanical features of hinges, handles, and locksets in the same manner as noted above. Builders Choice does not recommend the use of lockset systems with steel Products. Any lockset system used with steel Products is used **“AS IS” WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE OTHER PROVISIONS OF THIS LIMITED WARRANTY APPLY.**
- Negligence, improper use, incorrect installation or finishing (with stain, paint, varnish or in any manner), lack of maintenance (including failure to properly maintain finish) or operation inconsistent with Builders Choice recommendations and written instructions.
- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations.
- Misapplication of Products 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, except when conjunct with the proper and timely maintenance of those components which incur regular wear and tear (e.g. the weatherstrip, door bottom sweep (gasket), and corner seal pads).
- 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 (i) substantial exposure to sun, salt spray, airborne pollutants; or (ii) severe conditions including exposure to harsh chemicals or solvents such as acidic brick washes or stucco leach; or (iii) damage from vandalism, or animals: domestic or wild. Use of Product in coastal applications will not automatically void this warranty.
- Builders Choice does not manufacture storm doors and is not responsible for any failure of, or any damage caused to, a storm door. PVC lite frames and PVC dentil shelf components are not recommended for installation in conjunction with storm doors. However, the use of a properly installed and vented storm door in conjunction with a Builders Choice door system does not void this Limited Warranty. The Builders Choice door system will continue to be subject to the terms and provisions of this Limited Warranty.
- Labor for removing, installing or replacing a Product or its components, or labor for other materials that are removed, reinstalled or refinished in conjunction with repairing or replacing the Product or component.
- Any painting, staining, scratching, or other alteration of a Builders Choice factory-applied exterior coating surface of the Products.
- Fading, discoloration or color change of a Builders Choice factory-applied color coating that is (i)  $\leq$  five 5 Delta E units as calculated in accordance with ASTM E 308-85, ASTM E 805-81, and ASTM D 2244-85, effective on the date that the Product is manufactured, and (ii) 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.
- All wood parts including Primed Pine: jambs, mullions, or brickmould, and Oak: jambs, mullions, brickmould, or mull casing.

## 2. Not Covered: Glass

- Imperfections or mineral deposits that do not affect the structural integrity of the glass.
- Minor variations in glass color.
- The alteration or application of any aftermarket films, coatings, tints, or similar Products not originally supplied by Builders Choice will void this Limited Warranty.
- Accidental glass breakage, including breakage caused by foreign objects striking the glass, or any breakage that may occur under conditions exceeding the Product's performance parameters.

- Condensation, frost or mold formation between the panes that does not permanently and materially obstruct vision, or is the result of humidity within the building and interior/exterior temperature differentials. Note: All windows in high-humidity environments will develop condensation at some point. Controlling the amount of moisture in your home is the most effective way to avoid condensation.
- Stresses from excessive temperature differentials or localized heat.
- Post-manufacture dissipation of inert gases or the amount of gas in Products with inert gas-filled insulation.
- Scratches or other imperfections that are not readily observable from at least 4 feet away.
- Any sound occurring from vibrations resulting from outside traffic or daily use is not considered an imperfection, nor is the grid touching the glass (primarily in triple-pane window units) considered a defect.

### 3. ADDITIONAL LIMITATIONS, EXCLUSIONS, AND CONSIDERATIONS:

- 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 force majeure that includes but is not limited to: environmental stresses, high wind, flood, fire or other conditions that exceed Product certified design specifications as referenced in Builders Choice published literature. Certification approval, rating, and references to other performance standards indicate that the Product meets the established guidelines of the certification process or standard testing at the time the Product is manufactured. However, the performance capacity of the Product may be affected by the abnormal wear caused by regular exposure to significant environmental stresses.
- Damage incurred from failure to inspect the Product following a high-wind event or impact event is not covered under this Limited Warranty.
- Product features designed to help address pressurization of a building during high-wind events or other severe storm events are not a guarantee against water and air infiltration, and Builders Choice is not responsible for claims or damages caused by water or air infiltration of Product.
- It is the responsibility of the Warranty Holder (and its building agents) to obtain and implement any building, certification, and rating regulatory standards information of the area where the Product will be installed.
- Product selection is the sole responsibility of the Warranty Holder and its building agents, not Builders Choice.

## **THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY**

If the Product or any components thereof fail to meet this Limited Warranty, Builders Choice's sole obligation is to either (as Builders Choice elects):

- Repair the component(s)\* or
- Provide replacement component(s) to the Warranty Holder or
- Provide a refund to the Warranty Holder for either the original purchase price or the original catalog list price, whichever is less.

Repaired or replaced components are warranted only on the same terms and for the remainder of the existing Warranty Period. Builders Choice reserves the right to discontinue or change any Product at any time. If the Product or component is not available, Builders Choice may provide a replacement 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 Builders Choice; (iii) normal maintenance; (iv) consequential, special or indirect losses or damages of any kind.

*\*Color and graining matching not guaranteed.*

## DISCLAIMER OF WARRANTIES

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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 operation of law, such as 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 limitation may not apply. Builders Choice does not authorize anyone to create for it any obligation or liability in connection with Products.

## LIMITATION OF LIABILITY

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Builders Choice's sole liability under this Limited Warranty is replacement, repair or refund of the purchase price as set forth above.

In no event will Builders Choice 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 or permanent relocation of residents or property, loss of profits or 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 or 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 Builders Choice's entire liability exceed the lesser of the Product's or the non-conforming component's purchase price.

## CLAIMS

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Claims must be initiated during the Warranty Period. To initiate a claim, please contact OrePac Building Products, 30170 SW Orepac Ave, Wilsonville, Oregon 97070 or visit [www.orepac.com](http://www.orepac.com) for more contact information. 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 Builders Choice (at Claimant's expense).

Note: This Limited Warranty applies only to Products purchased and installed in the USA. Builders Choice 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.