

## STATEMENT OF 1-YEAR LIMITED WARRANTY

EverMark, LLC warrants, subject to the conditions and restrictions contained below, that each stile and rail door, door frame, door jamb, trim, or other door part manufactured by EverMark, LLC, shall comply with WDMA Industry Standard I.S. 6.91 Series when such door part is manufactured and shall be free from defects in materials and workmanship for a period of one (1) year from the date of manufacture.

Should a stile and rail door, door frame, door jamb, trim, or other door part manufactured by EverMark, LLC fail to uphold this written warranty, EverMark, LLC will, at its sole option, either repair the defective part, ship a replacement part to the person making the warranty claim, or refund the original purchase price paid to the person making the warranty claim, less any shipping and handling charges incurred by the person making the warranty claim.

IN NO EVENT, SHALL EVERMARK, LLC PAY OR REIMBURSE FOR LABOR, INSTALLATION, DEMOLITION, OR FINISHING OF THE REPLACEMENT PART, OR THE ORIGINAL PART, OR FOR ANY OTHER COST RELATING TO THE REPLACEMENT OF THE PART, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE PERSON MAKING THE WARRANTY CLAIM.

Should a door panel insured for replace & refinish (R&R) split through, EverMark, LLC will ship a replacement door and will reimburse at a reasonable cost, not to exceed \$150.00, for finishing and installing the replacement door to a fit and finish similar to the original door. This offer to reimburse the cost of finishing and installing the door is VOID in any jurisdiction where EverMark would have to comply with statutes or regulations governing insurers in order to legally make such a payment.

NOT COVERED BY THIS LIMITED WARRANTY ARE THE FOLLOWING, WHICH SHALL NOT BE CONSIDERED DEFECTS IN MATERIAL OR WORKMANSHIP:

- 1. Warp for any 3'6" wide by 8' high by 1-3/4 or smaller door, which does not exceed one-fourth inch in the plane of the door itself. Doors wider and/ or higher are not warranted against warp;
- 2. Frame or jamb bow or nonalignment;
- 3. Gloss level, texture, or other appearance variations as a result of field inspection of paint or any other finishing material
- 4. Natural wood color, grain, or texture variations;
- 5. Damage caused by others or any cause beyond the control of EverMark, LLC, including but not limited to damage caused by misuse, abuse, accident, mishandling, fire, flood, earthquake, storm, tornado, or other acts of nature;
- 6. Damage caused by noncompliance with the care, handling, or finishing instructions provided by EverMark, damage caused by failure to perform normal homeowner maintenance, or damage caused by others than EverMark in attempting to repair the door;

If warp is the claimed nonconformity, EverMark, LLC may defer to repair or replace the product for a period of up to twelve (12) months from the date of claim or the date when the product was installed, as it is not unusual for a temporary warp condition to occur as the door adjusts to local humidity and temperature conditions.

Claims made under this Limited Warranty must be made in writing within the one (1) year period of this warranty and prior to the beginning of any repair work to:

EverMark, LLC Attn: Warranty Claims 1050 Northbrook Parkway Suwanee, GA 30024 Phone: 678-455-5188 Fax: 678-455-5190

Claims must include the date and location of purchase, the nature of the problem, and the name, address, and telephone number of the person(s) making the warranty claim. EverMark, LLC reserves the right to have any door which is the subject of the warranty claim to be field-inspected by an EverMark, LLC representative. EverMark, LLC must be given at least a thirty (30) day opportunity to conduct this inspection. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF AN EVERMARK DOOR, OR TO THE ORIGINAL PURCHASER OF THE STRUCTURE INTO WHICH THE DOOR IS INSTALLED.

## LIMITATIONS AND EXCLUSIONS:

THIS WARRANTY DETAILS EVERMARK, LLC'S MAXIMUM LIABILITY FOR ITS DOORS, DOOR FRAMES, DOOR JAMBS, TRIM, OR OTHER DOOR PART MANUFACTURED BY EVERMARK, LLC. EVERMARK, LLC MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPONSE TO ITS DOORS EXCEPT AS IT IS SET FORTH ABOVE. THIS LIMITED WARRANTY CANNOT BE MODIFIED BY ANY DISTRIBUTOR, RETAILER, DEALER, OR EVERMARK REPRESENTATIVE. IN NO INSTANCE SHALL EVERMARK BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

This warranty confers specific legal rights, but you may also have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of implied warranties or of incidental or consequential damages, so the limitation or exclusion may not apply to you. IN SUCH CASE, THE DURATION OF ANY IMPLIED WARRANTY SHALL BE THE SAME AS THAT OF THE EXPRESSED WARRANTY STATED HEREIN.

EverMark® Warranty Information ©2008 EverMark, LLC EverMark is a registered trademark of EverMark, LLC, Suwanee, GA This warranty is effective for all products manufactured or sold after September 2004