

Eurolite Doors, LC., Limited Warranty

Structural warranty – TWENTY YEARS.

Glass warranty – TEN YEARS.

Eurolite
Steel Doors & Windows

Finish warranty – FIVE YEARS.

THE WARRANTIES STATED HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME FOR IT, ANY OTHER LIABILITY. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE.

The Limited Warranty by Eurolite Doors, LC., applies to any Eurolite window and door and is effective from the date of shipment from the Eurolite Warehouse. This Limited Warranty is applicable to products sold in the United States and Canada is fully transferable with sale of the building that product(s) are installed within.

Structural Warranty:

Eurolite Doors, LC., warrants its steel doors and windows structures, to be free from defect in material and workmanship for a period of 20 years from the Shipment Date. We will repair or replace any defective product or parts at the sole discretion of Eurolite Doors, LC.

Glass Warranty:

Eurolite Doors, LC., Limited glass warranty applies to factory installed glass or glass installed by a representative of Eurolite Doors, LC., and warrants clear insulated glass units free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by a seal failure due to defects in either material or workmanship for the period of 10 years. Glass carries manufacturers warranty. All glass and glass components are subject to the same warranties, limitations and exclusions that Eurolite Doors, LC., receives from their suppliers (See Pilkington Glass Warranty). This warranty does not apply to alleged defects resulting from improper use or handling, excessive exposure to moisture, incompatible glazing materials, glass breakage, unauthorized application of any film to the glass surface, neglect of timely removal (not more than six months) of the factory applied protective film or any reason not related to defects in material or workmanship of the relevant product. Imperfections in glass shall be determined in accordance with ASTM Standards.

Finish Warranty:

Our Akzo Nobel Marine Grade Finishes are warranted for 5 years from the Shipment Date from defects other than normal fading, chalking and loss of adhesion. Finishes age as a natural process which means they will change over time and are affected by handling and climate. Exterior doors with a thermal break are more susceptible to heat damage, since the thermal break prevents dissipation of heat into the building. Direct sunshine or a heat source may cause damage which is not covered by warranty if the door surface temperature exceeds 180°. Determination of defect on any product that is within one mile of a sea coast or has exposure to a salt environment will be guided by what is deemed normal for an ocean coastal environment. As such only deterioration or degradation of the finish; such as peeling, flaking, or blistering, beyond what is normal for a coastal environment falls under warranty. Should the factory finish be proven defective, we will, at our discretion, refinish the product or refund up to \$500.00 to the current owner.

Hardware Components Warranty:

Hardware components warranties abide and comply with the actual hardware manufacturer's written warranty and maintenance instructions as per the hardware suppliers. Any motorized or electric operator is provided with the same warranties, limitations and exclusions that Eurolite Doors, LC., receives from its suppliers.

Exclusions:

The following conditions are excluded from coverage under the Limited Warranty:

- Any product installed without proper moisture management or without an effective and approved drainage system.
- Condensation on inner surfaces (this is not a product defect, but is the result of excessive humidity).
- Mold, mildew or fungus on product surfaces.
- Damage, defects or problems that result outside Eurolite Doors, LC., control.
- Any Exterior Inswing door without a proper overhang above it equal to the actual height of the door.
- Warps, bows & twists shall not be considered defects unless in excess of ¼" in the plane of the door.
- Acid rain, salt spray, or any other corrosive element.
- Non-standard or non-approved installation of product (including field mulls).
- Products that have been removed from original installation and reinstalled in another location.

Exclusions continued . . .

- The use or application of any product that exceeds design standard.
- Deficiencies in proper building design, construction or maintenance (including walls out of plumb).
- Structural settlement or movement and/or vibration.
- Any insulated glass installed above 5,000 feet in elevation without capillary tubes.
- Installation near high-humidity environments such as pools, saunas, steam rooms, hot tubs, any area that does not have a proper water management or drainage system, etc.
- Installation of door without a sill or with a non Eurolite sill.
- Misuse, mishandling, abuse, alteration, modification or neglect.
- Repairing any Eurolite product without prior authorization.
- The use of razor blades, abrasives or other inappropriate cleaners or chemicals.
- Minor imperfections, normal wear & tear, cosmetic details, variation or discoloration in the metal and/or finish that do not affect the Product's structural integrity.
- Subjecting Product to conditions outside of their design limitations.
- Acts of war or terrorism or any civil unrest.
- Any act of God

The responsibility to comply with local or applicable building codes or standards, of all components, including the use of any Eurolite Product, is the sole responsibility of the buyer, architect, contractor, installer or purchaser of product, and as such Eurolite is not responsible for any damage, problem, inappropriate construction or design, installation or the selection of products.

Arbitration:

This Agreement, and the relationship of the parties, shall be governed in all respects by the substantive laws of the State of Texas (without giving effect to the law principles thereof). All claims, disputes and other matters in question or at issue between the parties arising out of or relating to this Warranty or the breach thereof, including, without limitation, any dispute or question concerning the scope of this arbitration clause, will be finally settled by binding arbitration in Sheridan Wyoming administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

The parties agree that one arbitrator shall arbitrate all disputes. Notice of a demand for arbitration will be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made no later than the date when institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrator will be final, judgment may be entered upon it in any court having jurisdiction thereof. The award will not be subject to vacation, modification or appeal, except to the extent permitted in Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply.

Each of the parties submits to the jurisdiction of, and consents to venue in, the Superior or State Court of Sheridan, Wyoming for purposes of the entry of any judgment arising out of the award of the arbitrator. All costs and expenses of each of the parties with respect to the arbitration (including reasonable attorneys' fees) and the expenses of the arbitrator shall be paid by the party against whom a determination by the arbitrator is made or, in the absence of a determination against one party, as such arbitrator directs.

The arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Warranty, and in no event shall the arbitrator have the authority to make any award that provides for punitive damages, exemplary damages, consequential damages or other damages not measured by the prevailing party's actual damages. The award of the arbitrator shall be in writing, signed by the arbitrator, signed by the arbitrator and accompanied by a reasoned opinion which includes a statement regarding the reasons for the disposition of any claim and a breakdown as to specific claims.

Except as may be required by law (provided prompt written notice is given sufficient to provide the applicable party a reasonable opportunity to protect its interests), neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder during the pendency of such arbitration or during the five (5) year period after the date of the award related thereto, without the prior written consent of parties.

Disclaimers & Limitations:

This Limited Warranty is the only warranty that is written or oral, whether expressed or implied by Eurolite Doors, LC. In no event shall Eurolite be liable for consequential, indirect or incidental damages, not for any amount in excess of the manufacturer's price for the Product involved, whether the claim is for breach of warranty or negligence.