

LIMITED WARRANTY FOR VARIIS DOOR PANELS

This Limited Warranty ("Warranty") is extended by The Joinery Holding Company ("The Joinery," "We," and "Our") to the original purchaser ("You" and its other forms) of Variis Door panels ("Panel(s)"). This Warranty is limited to Panels and does not include hardware. This Warranty is non-transferrable, gives specific legal rights, but you may have other rights which vary from state to state.

(1) Warranty Coverage & Period: Panels are warranted to be free of manufacturing defects upon delivery, and to remain free of such defects for five (5) years ("Warranty Period") from the date of purchase, as installed in the interior of a dwelling. The original purchaser includes both the purchaser as well as the initial owner of the dwelling where the Panel is initially installed.

(2) Disclaimer of Implied Warranties: The terms of this Warranty provide the exclusive and sole remedy available to You, superseding any other statements or representations. The Joinery specifically **DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty or imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to you.

(4) Warranty Terms & Exclusions: No coverage is provided for any warping less than 3/8" in any direction, and the Panels are warranted only when installed in interior applications, exposed to controlled interior climatic conditions on both sides of the door. Panels must not be exposed to variations in ambient environmental conditions, including temperature, humidity, moisture or dryness (including water saturation) including different ambient conditions on opposing sides of the doors due for example to varying exposure when installed in kitchens or bathrooms. No warranty coverage is provided for any conditions, such as expansion and contraction, surface checking or cracking, or other conditions resulting from changes in ambient environmental conditions; for impact damage, normal wear and tear, indentations, scratches or surface damage caused by failure to protect or maintain the Panels properly; for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight; for the cost for labor, removal or disposal of Panel(s), installation or finishing of any Panel. Damage caused during installation or shipping is disclaimed. Returns are not accepted.

(5) Warranty Claims: If the Panel does not conform to the terms of this Warranty, **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide The Joinery reasonable opportunities to inspect or examine the defective or nonconforming Panel before You undertake any repair, removal, or replacement. **FAILURE TO COMPLY WILL VOID YOUR WARRANTY COVERAGE.**

(6) Warranty Remedies: Following notice of any defect and submission of a Warranty Claim, The Joinery, at its sole option and discretion, shall provide conforming Panel to replace any nonconforming or defective Panel, refund the purchase price, or the percentage of the purchase price for the nonconforming Panel equal to the percentage of the Warranty Period remaining when You notified The Joinery of the defect. In no event shall The Joinery be liable for any cost or damages associated with the removal or reinstallation of the Panel or the cost of removing any fixtures or items of furniture.

(7) Exclusion of Incidental and Consequential Damages: **IN NO EVENT SHALL THE JOINERY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE ARISEN UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE OR INABILITY TO USE THE PANEL DUE TO DEFECTS IN THE PANEL. IN NO EVENT SHALL THE JOINERY'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PANELS.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.