

## LIMITED WARRANTY FOR PLYBOODOORS™ PRODUCTS

This Limited Warranty ("Warranty") is extended by Smith & Fong Company ("Smith & Fong," "We," and "Our") to the original purchaser ("You" and its other forms) of PlybooDoors™ products ("Product(s)"). 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: Products 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 residential dwelling. The original purchaser includes both the purchaser as well as the initial owner of the dwelling where the Product 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. Smith & Fong 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, and the Products are warranted only when installed in interior residential applications, exposed to controlled interior climatic conditions on both sides of the door. Products 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 Products 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 Product(s), installation or finishing of any Product or component. Damage caused during installation or shipping is disclaimed.

(5) Warranty Claims: If the Product 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 Smith & Fong reasonable opportunities to inspect or examine the defective or nonconforming Product 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, Smith & Fong, at its sole option and discretion, shall provide conforming Product to replace any nonconforming or defective Product, refund the purchase price, or the percentage of the purchase price for the nonconforming Product equal to the percentage of the Warranty Period remaining when You notified Smith & Fong of the defect. In no event shall Smith & Fong be liable for any cost or damages associated with the removal or reinstallation of the Product or the cost of removing any fixtures or items of furniture.

(7) Exclusion of Incidental and Consequential Damages: **IN NO EVENT SHALL SMITH & FONG 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 PRODUCT DUE TO DEFECTS IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.** 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.