



Kolbe & Kolbe Millwork Co., Inc.
VistaLuxe® Collection AL LINE Express Limited Warranty



This Express Limited Warranty applies to the VistaLuxe Collection AL LINE of windows and doors manufactured by Kolbe & Kolbe Millwork Co., Inc. ("Kolbe"). It extends to the owner of the structure in which the products were originally installed and is fully transferrable to subsequent owners of the structure for the remaining warranty period. This Limited Warranty is applicable only to products installed in the U.S.A. or Canada. For covered products, Kolbe warrants that all windows and doors produced will be free from manufacturing defects which would impair the use and operation of the system supplied and will repair, replace, or refund pursuant to the "Remedy" section below, subject to the terms, conditions, limitations, and exclusions of this Limited Warranty.

Painting and Anodizing:

Subject to the terms of this Limited Warranty, aluminum parts (painted, anodized, or Pre-Ano painted) are warranted against manufacturing defects resulting in chalk, fade, loss of adhesion (peel), and abnormal corrosion exceeding predefined tolerances, as outlined in AAMA standards 2603, 2604, and/or 2605, for a period of ten (10) years from the date of shipment from Kolbe. Metallic paint colors and structure metallic paint colors are warranted against manufacturing defects resulting in loss of adhesion only for a period of (10) years from the date of shipment from Kolbe. If a painted product is installed in aggressive or corrosive atmospheres, however, or within 3 miles of salt water, a one (1) year Limited warranty against those defects applies from the date of shipment from Kolbe.

When installed within 3 miles of salt water, Pre-Ano painted products have a limited ten (10) year warranty, from the date of shipment from Kolbe, against manufacturing defects resulting in chalk, fade, loss of adhesion, and/or abnormal corrosion. Abnormal corrosion means damage to the finish (peeling, flaking, blistering) that is greater than what is normal for an ocean coastline environment. The determination as to whether abnormal corrosion or deterioration in areas of salt water has occurred will be made at Kolbe's sole discretion.

There are maintenance requirements that must be followed for the warranty to be in effect. These requirements are contained in the "Operation, Care, and Maintenance Manual" which can be found at www.kolbewindows.com under "Resources" and "Care and Maintenance."

Insulated Glass:

This Limited Warranty applies to glass supplied and delivered by Kolbe. Insulated and/or insulated laminated glass using an SGP interlayer, with stainless steel spacers, and under 60 square feet in overall size, is warranted for twenty (20) years from date of shipment from Kolbe for seal failure which results in visibility obstructions through the glass unit. Insulated glass and insulated glass using an SGP interlayer and exceeding 60 square feet in overall size is warranted for ten (10) years from the date of shipment from Kolbe. Insulated glass incorporating laminated glass with a PVB interlayer is warranted for five (5) years from the date of shipment from Kolbe for delamination which results in materially obstructed vision through the laminated glass. Non-tempered glass is warranted against stress cracks caused by manufacturing defects (not installation) for ten (10) years from the date of shipment from Kolbe. Normal tempering glass distortion is not covered. Kolbe uses the ASTM glass inspection criteria distance of ten (10) feet.

Hardware and Accessories:

Kolbe warrants the product's hardware to be free from abnormal wear under normal use and maintenance for a period of five (5) years from the date of shipment from Kolbe. There is NO WARRANTY for exterior screens and hardware not specifically designated for use when installed in salt water or aggressive atmosphere conditions. Hardware, similar to all other components, must be maintained for the warranty to remain in effect.

Remedy:

This Limited Warranty is not a warranty of future performance, but only a warranty to repair, replace, or refund. Upon receipt of a claim that is covered and not excluded pursuant to the terms herein, Kolbe will, at its option, (1) repair or replace the product or component, or (2) refund the price received by Kolbe for the product or component. Product delivery, removal, installation, finishing, refinishing, and disposal costs and services are not included in this Limited Warranty. Labor and travel expenses are not covered under this Limited Warranty. The remedies provided by this Limited Warranty apply only when the Kolbe products have been installed by a Kolbe- approved installer, maintained, and operated in accordance with the instructions in the Operation, Care, and Maintenance Manual and pursuant to all other terms, conditions, and exclusions provided herein. In evaluating a warranty claim for aluminum, painting, anodizing, or glass, Kolbe uses the (ASTM) 10-foot observation determination distance in which an object is viewed at a 90- degree angle to the surface.

Kolbe will make all attempts to supply original replacement parts; however, replacement parts may differ from the original parts. The Limited Warranty for replacement products (including any upgrades) furnished pursuant to this Limited Warranty will be limited to the remainder of the warranty period of the original product.



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WARRANTY EXCLUSIONS AND LIMITATIONS

Kolbe offers NO WARRANTY for any of the following:

- * Defects caused by improper or inadequate: handling, installation, storage, job finishing, or maintenance.
- * Improper use or application of the product, negligence, abuse, normal wear and tear, or damage due to environmental or natural elements.
- * Claims relating to or resulting from the product's installation or use in applications which exceed the product's performance design standard.
- * Use of specifications, designs, or manufacturing information provided by or on behalf of the owner or any party procuring the products from Kolbe.
- * Products which have been modified by others and are no longer specified as tested or certified.
- * Unapproved field finishes.
- * Dual pane insulated glass installed more than 5,000 feet above sea level, or triple pane insulated glass installed more than 3,500 feet above sea level, without capillary tubes.
- * Allowable glass imperfections as outlined in ASTM or other industry standards which do not affect structural integrity including, but not limited to, glass color and tempered glass distortions.
- * Rattling or movement of grilles/bars in the airspace, glass having field applied films or coatings, or incorporating night insulation.
- * The amount or percentage of argon present in insulating glass or a specific level of unit thermal efficiency at any time after manufacture. (Inert gas dissipates over the life of the insulated glass unit, and may be less effective in products manufactured with capillary tubes.)
- * Condensation, frost, mold, mildew, or fungus on product surfaces.
- * Unapproved products, finishes, or glass installed/used near swimming pools, whirlpool tubs, spas, or other high humidity, aggressive atmosphere areas, or sources of chlorine, except for Pre-Ano painted finishes which are not excluded here.
- * Variations in the color of anodized finishes. Anodized portions of the product will vary due to aluminum alloy and factors in the anodization process.
- * Normal wear and tear of the unit or normal discoloration of finishes including, but not limited to, anodized finishes and the tarnishing of brass and/or oil-rubbed finishes.
- * Any product installed into a system or structure which does not allow for proper moisture management or proper drainage of moisture.
- * Corrosion (except for abnormal corrosion discussed above), wear, or failure of components due to environmental conditions such as air pollutants, acid rain, chemicals, accumulation of concentrated salt deposits, or exposure to other highly corrosive or abusive substances when incorrect finish is specified.
- * Use of razor blades, brick wash, or other inappropriate cleaners or chemicals.
- * Temporary thermal expansion, bowing, or twisting resulting from direct sunlight and/or significant differential between indoor and outdoor temperatures of units in high heat conditions.
- * Units that are not properly weeped to avoid accumulation of moisture or water.
- * Damage due to contact with certain metals, woods or other materials which can cause a galvanic or corrosive reaction.

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

NO OTHER WARRANTIES: THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES OFFERED BY KOLBE AND ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED. KOLBE DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES, AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS AND EXCLUDES ALL WARRANTIES IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES, THE DURATION OF ANY IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE PRODUCTS SHALL BE LIMITED TO THE APPLICABLE WARRANTY PERIOD FOR THAT PRODUCT. ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS OR PERFORMANCE STANDARDS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY. KOLBE SHALL NOT BE LIABLE TO THE OWNER OF THE PRODUCT, OR TO ANYONE CLAIMING UNDER SAID OWNER, OR ANY OTHER PARTY, FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHER TORT, OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCT OR KOLBE'S ACTS OR OMISSIONS OR OTHERWISE. KOLBE'S AGGREGATE LIABILITY WITH RESPECT TO ANY PRODUCT AND THIS LIMITED WARRANTY SHALL BE LIMITED TO THE MONIES PAID TO KOLBE FOR THAT PRODUCT. ANY CUSTOM PRODUCT WHICH IS MANUFACTURED ACCORDING TO CUSTOMER SPECIFICATIONS AND OUTSIDE OF KOLBE STANDARD SPECIFICATIONS IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY.

UNDER NO CIRCUMSTANCES WILL KOLBE BE LIABLE FOR ANY COSTS OF SHIPPING, TAXES, OR LABOR FOR ANY OF THE FOLLOWING: DISASSEMBLY, REMOVAL, OR REINSTALLATION OF THE PRODUCT OR ANY PART, PAINTING, STAINING, OR ANY OTHER ACTIVITY NECESSARY IN FINISHING THE REINSTALLATION. IN NO INSTANCE SHALL KOLBE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY OR LOST PROFITS, EVEN IF KOLBE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE KOLBE'S SOLE AND EXCLUSIVE OBLIGATION AND ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES, IN LIEU OF ALL OTHER REMEDIES AT LAW OR EQUITY.



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Other Excluded Items

There are numerous components used in our products which are covered by their manufacturers' separate warranties. These include, but are not limited to, such items as electric operators, sill pans, screens, safety or panic hardware, window opening control devices, or other after-market items whether or not affixed to a Kolbe window or door product. Kolbe will provide copies of these warranties upon request.

Certifications and Product Ratings

Products are tested and certified by independent, third-party entities. These certifications are based on the performance of a single sample of the product at the time of manufacture and may receive National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical product sample testing. Certifications and ratings typically apply to single products only. However, certain factory muller or combined product configurations may also be certified. Performance of individual units may vary and will change over time. CERTIFICATION AND NFRC RATINGS ARE NOT WARRANTIES OF PERFORMANCE OR OTHERWISE.

Suitability

In addition to complying with all the terms and conditions of this Limited Warranty, the owner must satisfy the following obligations in order to be eligible for coverage by this Limited Warranty. Prior to using or permitting use of the product, the owner shall determine the suitability of the product for the intended use and the owner assumes all risk and liability whatsoever in connection therewith. Kolbe is not responsible for determining product suitability and compliance with local or other applicable building codes or standards or for designing or installing any flashing or sealing system. Further, Kolbe will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. The owner agrees to review and evaluate the product promptly upon receipt to ensure compliance with all specifications, quality requirements, and other requirements of the owner's application. Kolbe has no post-sale duty to warn the owner or any other party about any matter.

Product Improvements

Kolbe reserves the right to change its products or any portions thereof without being obligated to provide such a change or improvement for product sold prior to such change being implemented.

No Waiver; Severability

Kolbe may, in its discretion, extend benefits beyond what is covered under this Limited Warranty as a courtesy or goodwill gesture. However, any such extensions shall apply only to the specific instance in which it is granted and shall not constitute a waiver of Kolbe's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all circumstances. The provisions of this Limited Warranty are severable and independently enforceable.

PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THIS LIMITED WARRANTY

Written notice of any claim under this Limited Warranty must be given to Kolbe & Kolbe Millwork Co., Inc., 1323 S. Eleventh Avenue, Wausau, Wisconsin 54401-5998, within thirty (30) days of discovery, and in any event, within the above stated warranty period. No warranty shall apply in the absence of such notice. After receipt of notice, a representative of Kolbe, or a representative of Kolbe's Distributor or Dealer, will examine the claim and advise the customer concerning its disposition. Kolbe shall not be liable for any product repaired or replaced without its prior written consent.

NOTICE OF RIGHTS

Some states or provinces do not allow limitations on the length of an implied warranty and some states or provinces do not allow the exclusion or limitation of incidental or consequential damages. In such instances, these limitations or exclusions may not apply in all circumstances. This Limited Warranty gives the owner of the product specific legal rights. However, the owner may also have other rights which vary from state to state or province to province. No Kolbe distributor or dealer of Kolbe products has the authority to alter or change these warranties either orally or in writing.

CLASS ACTION WAIVER

Any dispute resolution proceeding brought by the owner or Kolbe will be conducted only on an individual basis and not as a plaintiff or class member in any purported class or representative action. Any proceedings arising from or related to the VistaLuxe Collection AL LINE of windows or doors and/or this Limited Warranty shall not be consolidated with any other proceedings involving Kolbe or any other entity or person.

GOVERNING LAW

This Limited Warranty and all claims brought hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without regard to its conflict of laws principles. Any action, claim, suit, or proceeding arising from or relating to this Limited Warranty shall be litigated solely and exclusively before the United States District Court for the Western District of the State of Wisconsin. The parties consent to in personam jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 USC § 1404 or 1406 (or any successor statutes thereto) or the doctrine of forum non conveniens. In the event the United States District Court does not have subject matter jurisdiction for said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Marathon County, Wisconsin, and the parties consent to the personal jurisdiction of such courts for the purpose of such litigation.