

NEW ERRA DOORS CORP

WARRANTY (2021 EDITION)

NEW ERRA DOORS CORP LIMITED WARRANTY

This warranty supersedes any other written or implied prior warranties. There are no warranties that extend beyond this warranty, and NEW ERRA DOORS CORP's sole responsibility under this warranty is as stated herein. NEW ERRA DOORS CORP has not made and does not hereby make any other representation or warranty of any kind or nature, direct or indirect, expressed or implied, as to any matter whatsoever, including without limitation, merchantability, design, quality, durability, or fitness for any particular purpose, except as may be required or imposed by governmental authority, or as may be provided directly by the manufacturer of any product to a customer.

Custom wood doors manufactured by NEW ERRA DOORS CORP and services provided by NEW ERRA DOORS CORP by their authorized contractors warranted for 1 year from the date of installation to be of good material and workmanship and to be free of defects in original materials and workmanship while in used by ordinary recommended purposes.

NEW ERRA DOORS CORP shall not be held liable for consequential, indirect damages, or for any amount excess of NEW ERRA DOORS CORP's original price for the item involved. The sold liability of the NEW ERRA DOORS CORP is for the replacement or repair, at the discretion of NEW ERRA DOORS CORP, of any work or material provided by NEW ERRA DOORS CORP which is found to be functionally or structurally defective.

THE FOLLOWING ARE NOT TO BE CONSIDERED DEFECTS IN MATERIAL OR WORKMANSHIP AND ARE NOT COVERED BY THIS LIMITED WARRANTY:

- Natural variations in the colors of the wood or in the texture and grain wood.
 - Wood is a natural product and variation in color. Pattern and grain within a species is normal and not a defect, therefore the contractor does not guarantee that the finished products will match the color, pattern or grain of any sample which may have been provided to the customer.
- Wood doors are susceptible to expansion and contraction caused by temperature and humidity variations.
 - Small surface cracking, slight shrinking or cupping which may cause tiny cracks at the joints may occur under certain conditions. These deviations from perfection are not considered flaws.
- Warp shall not be considered a defect unless it exceeds 3/8 " in the plane door.
 - Doors wider than 3'6" or higher than 8' (1-3/4" or 2-1/4" thickness) are not warranted against bow or twist.
 - Warp is any distortion in the door itself and does not refer to the relationship of the door to the frame or jamb in which it is hung.
 - The term warp shall include bow, cup and twist in present in a door, the following method must be used; bow, cup and twist are measured by placing a straightedge, taut wire or string on the suspected concave face of the door at any angle (i.e. horizontally, vertically, diagonally). The measurement of bow, cup and twist is made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door.
 - Action on any claim for warp may be deferred at NEW ERRA DOORS CORP option for a period not to exceed e eight months after installation to permit the door in question to acclimate to temperature and humidity conditions.
- Panel shrinkage
 - Panel misalignment or shrinkage is not considered a defect. Panels are designed to float and can be realigned. Occasional touch ups may be necessary. These deviations from perfection are not considered flaws.

- Uneven spacing between components that does not affect functionality of the door.

FREE 1 YEAR SERVICE TERMS

Wood doors are susceptible to expansion and contraction caused by temperature and humidity variations. As such, newly installed doors may need an occasional adjustment to accommodate the expansion or contraction of the lumber due to the climate variations.

All doors qualify for three (3) free adjustments during the first 8 months after installation for these variations. Any additional adjustments within the 1 year warranty and any adjustment outside of the 1 year warranty will be charged to the customer.

An adjustment is defined as labor to adjust hardware to bring a door or hardware back into alignment for standard operation.

Finishing is completed prior to installation and will have been examined at installation; there is no service for finishing touch-ups under the free service.

Any hardware replacements do not have labor coverages under their warranty (see **Limited Hardware Warranty**). As such labor charges to replace the hardware be at the cost of the customer.

All other concerns regarding the doors will be evaluated on a case by case basis.

LIMITED HARDWARE WARRANTY

NEW ERRA DOORS CORP does not hold warranties on EMTEK, DELTANA, HOPPE, KEYTIGER, and FIRST IMPRESSIONS hardware products. All hardware products will have the original manufacturer's warranty and be subject to the manufacturer's terms and conditions.

Any hardware repairs or exchanges do not have labor coverages under their warranty. As such labor charges to repair or replace the hardware be at the cost of the customer.

LIMITED GLASS WARRANTY

NEW ERRA DOORS CORP does not hold warranties on OLDCASTLE and ALDORA glass products. All glass products will have the original manufacturer's warranty and be subject to the manufacturer's terms and conditions.

NO GLASS IS CONSIDERED FLAWLESS.

All glass products will be tested to the current glass industry's standards and the original manufacturer's warranty prior to installation.

Typically, glass is considered to be without defects if scratches and inclusions cannot be seen from a minimum distance of 11 feet under normal lighting. Intense or direct sunlight, lanterns, and torchlight are not considered normal lighting.

Typically for a period of 1 year from the date of installation of glass panel, only against permanent failure of the hermetic seal, directly attributed to defective manufacturing. This warranty does not apply if the failure of the seal is caused by an Act of God, damage because of exposure to corrosive fumes or condensates, or damage resulting from excessive stress from movement of the structure, glass distortion or brokerage, mishandling or by any other cause whatsoever no within the manufacturer's exclusive control, and shall not apply unless the failure occurs and claim is delivered to us within 8 months of the date of installation.

Any glass exchanges do not have labor coverages under their warranty. As such labor charges to replace the glass be at the cost of the customer. Additional costs may be involved if glass replacement cannot be done without damaging molding casing of the door.

By replacing the glass in a door, the replacement seal may not be as strong as the original seal. This not a defect, but a variation due to how the seal was cured.

DISCLAIMER AND LIMITATIONS OF LIABILITY

NEW ERRA DOORS CORP shall not be liable for failure or delay in delivery occasioned by labor disputed, war, riots, insurrection, material shortages, force majeure, or other causes beyond NEW ERRA DOORS CORP control; or for incidental or consequential damages arising from any breach of contract as defined in the uniform commercial code, to the full extent of the law.

This warranty is not subject to oral cancellation or change.

There are no warranties that extend beyond the foregoing, and the manufacturer's sole responsibility under this warranty is as stated herein. It shall not be liable for consequential, indirect or incidental damages, or for any amount more than the manufacturer's price for the shipment involved, whether the claim is for breach of warranty or negligence.

NEW ERRA DOORS CORP will not pay any cost to remove defective doors or to install new doors. NEW ERRA DOORS CORP are not responsible for any finishing costs or consequential damage.

Risk of loss of any materials furnished by NEW ERRA DOORS CORP shall be at NEW ERRA DOORS CORP responsibility until the time of installation to Customer or Customer's job site.

The doors and its components will have had 100% finishing completed prior to arrival at the job site.

The customer must inspect each door immediately upon receipt.

It is the Customer's responsibility to approve and sign off on the condition of the doors at the time of installation. Customer's will accept all risk, loss, or damage immediately after installation and signed acknowledgement of the door's condition.

If products or services are found to be covered under the Terms and Conditions of NEW ERRA DOORS CORP's warranty, NEW ERRA DOORS CORP will, at its option, provide ONE of the following:

- REPAIR any door without charge.
- REPLACE any door without charge in whatever stage of fitting and/or finishing it was originally supplied by the manufacturer.
- REFUND the price received by the manufacturer for any door.

NEW ERRA DOORS CORP's maximum liability is limited to the amount of the original purchase price and will not cover the costs of labor, installation or finishing of any replacement door.

NEW ERRA DOORS CORP shall not be liable for doors repaired or replaced without prior written consent. However, written notice of any claim under this guarantee must be given to the manufacturer promptly when discovered, and in any event within the above stated 1 year period after installation.

In the case of a defect reasonably discoverable by inspection of each door, notice must be given within 2 days thereafter and before the door is treated in any manner.

NEW ERRA DOORS CORP shall not be liable for doors repaired or replaced without NEW ERRA DOORS CORP prior written consent.

Action on any claim for warp or for telegraphing may be deferred, at the option of the NEW ERRA DOORS CORP, for a period not to exceed 1 year from date of claim. NEW ERRA DOORS CORP reserves the right to instruct the customer to have all surface bolts on active doors engaged uninterrupted for a declared amount of time before re-evaluating for a potential warping issue.

If a door has been installed prior to such claim being made, the door must remain hung in the original installation during the period of deferment, to permit conditioning to humidity and temperature.

Any door repairs or replacements are to be made at the NEW ERRA DOORS CORP workshop in Fort Myers, Florida, and the buyer shall, at their expense, return all products directly to that facility for credit, repair or replacement.

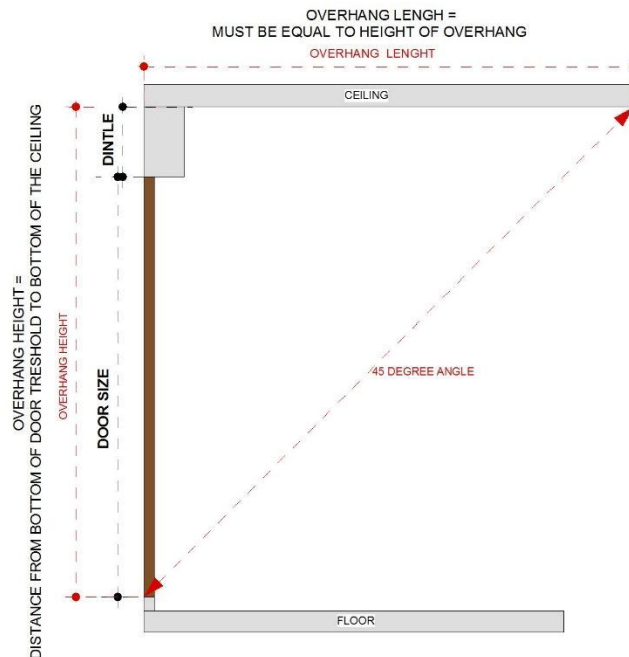
In the case a warrantable item is covered, and a credit, repair, or replacement is issued, NEW ERRA DOORS CORP will not be responsible for the return of the unit(s).

OVERHANG REQUIREMENT

Exterior doors must be protected from exposure to weather conditions by having an adequate overhang.

An adequate overhang depends on the typical weather conditions of the area where the door is to be used, but typically means an overhang projecting a distance from the structure equal or greater than the distance from the base of the door to the base of the overhang at its farthest point from the door.

OVERHANGS NEED TO BE GREATER THAN THE DISTANCE FROM THE BOTTOM OF THE SILL TO THE FARTHEST OF THE OVERHANG.



OVERHANG DIAGRAM FOR WARRANTY
OVERHANG IS REQUIRED TO RETAIN THIS WARRANTY
OVERHANG HEIGHT = OVERHANG LENGTH

RESTRICTIONS TO YOUR WARRANTY

Any condition arising from continuous direct exposure to elements.

Doors located in Florida with a West and Southern orientation (or any combination including these directions) will receive the most direct exposure to the sun and will require more frequent maintenance.

Any condition arising from the neglect or failure to properly maintain the door.

ANY Installation work not performed by authorized NEW ERRA DOORS CORP contractors.

ANY hardware or components not supplied by New Erra Doors.

ANY refinishing, repairs, adjustments, modifications (including but not limited to cutting into mortise and tenon joints) not performed by authorized NEW ERRA DOORS CORP contractors.

Any condition arising from the neglect or failure to properly maintain the door. Small scratches or rub marks on products that can be removed with sanding are not considered defects.

- Exterior doors not protected by substantial overhang (See **Overhang Requirement**) and exposed to extreme weather conditions.
- **To reduce the chance of warping, checking or cracking, dark-colored finishes should be avoided on instances where the door is exposed to direct sunlight. The sun-light in the afternoon is the worst. Black or dark colors in those situations should be avoided.**
- Product in direct sunlight will not be covered by this warranty
- Products subjected to unusual stress or strain such as that resulting from the movement of building components, and/or all related construction materials will not be covered by this warranty.
- Any doors with this exposure in combination with a dark stain and un-adequate protection from elements will not be covered under this warranty.
- Deterioration occurs due to failure to protect the exposed surfaces and edges of the doors in a timely manner.
- Deterioration occurs due to failure to protect the exposed surfaces and edges of the doors not finished by New Erra Doors.
- The door(s) are installed within, or subject to, high moisture or high humidity environments including, but limited to
- New homes with uncured plaster; stucco, drywall; concrete or ceramic tile
- AC units going through or directly in primoxity of doors.
- Units subjected to unusual stress or strain (i.e. resulting from the movement of building or building components or resulting from the expansion or contraction of building components
- If during the installation of the pavers it causes the threshold to rise above the line it was originally installed at, therefore causing the bottom of the door to rub on the threshold.
- FINISHING FAILURE DUE TO:
 - The appearance of ANY field finished doors.
 - ANY Finishing work not performed by authorized NEW ERRA DOORS CORP contractors.
 - Finishes of other kinds other than the NEW ERRA DOORS CORP approved finishing products.
 - Improper storage, handling, installation, use, modification or maintenance
 - Accident, misuse, abuse, alterations, improper handling, operation or cleaning.
 - Normal wear and tear from product usage or age.
 - Normal wear, fading or discoloration of finish from product usage, age, or exposure to direct sunlight
 - Non-factory applied finishes, applied sealants or caulking, high-moisture environments including pools, greenhouses or water leakage.
 - Acts of God (un-avoided weather patterns).
 - Acid Rain or other corrosive elements.
 - Salt Spray, including exposure to coastal weather conditions.
 - Damage caused by high-volume humidity (condensation, frost and mold)
 - Conditions outside the product or finish design limitations.
 - Damage caused by inappropriate finished, solvents, brick wash or cleaning chemicals.

- Finish failure or any other losses arising from defects in the existing building or residential structure will not be covered under this warranty.
- Finish failure due to the product being installed in direct sunlight and/or under inadequate overhand protection specified in our **Overhang Requirement** will not be covered under this warranty.