

# Arlene Stained Glass and Door Co

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## TERMS AND CONDITIONS, WARRANTY

1. "Arlene" refers to Arlene Stained Glass & Door Co., L.P.

"Customer" refers to any person or entity purchasing a product directly from Arlene and not to any third party.

"Arlene Design" refers to any unmodified design contained in Arlene's catalogs.

"Customer Design" refers to either a design provided to Arlene by Customer or a modification of an Arlene Design requested by Customer. Customer Designs will be so designated on the invoice that Arlene sends to Customer.

2. Arlene represents that Arlene owns all interests in and to or has the right to manufacture or have manufactured a product using an Arlene Design.

3. Arlene has no obligation to agree to make or sell any requested Customer Design unless Arlene has accepted Customer's order for such Customer Design in writing. As a condition of acceptance of Customer's order by Arlene, Customer represents that Customer owns all interests in and to any Customer Design or has the right to authorize Arlene to manufacture or have manufactured a product using such Customer Design.

4. Customer shall indemnify Arlene, its subcontractors, and their respective directors and officers, against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement and inducement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the manufacture of a product using a Customer Design by or on behalf of Arlene.

5. Arlene shall indemnify Customer, its directors, and its officers, against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement and inducement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the manufacture of a product using an Arlene Design by or on behalf of Arlene.

6. Arlene warrants to Customer that for the period set forth below from the date of purchase from Arlene of the product identified in any invoice, and subject to the conditions and exclusions stated below, each product identified in such invoice will be free from defects in material and workmanship which would render the product unfit for normal and recommended use and service when installed in the continental United States. This warranty constitutes the sole and exclusive warranty offered by Arlene. The warranty is not transferable, and no dealer, distributor, or representative of Arlene has the authority to modify or expand this warranty. The warranty period set forth above shall extend as follows:

- a) For double-insulated glass units sized between one and fifteen square feet: five years from the date of purchase from Arlene.
- b) For double-insulated glass units sized greater than fifteen and up to twenty-five square feet: two years from the date of purchase from Arlene.
- c) For leaded triple-insulated glass units between one and fifteen square feet: two years from the date of purchase from Arlene.
- d) For leaded triple-insulated glass units greater than fifteen and up to twenty-five square feet: one year from the date of purchase from Arlene.
- e) For doors sized 36 x 80 inches or less: one year from the date of purchase from Arlene.

THE ABOVE WARRANTY EXCLUDES ANY GLASS UNIT SIZED GREATER THAN TWENTY-FIVE SQUARE FEET AND ANY DOOR SIZED GREATER THAN 36 X 80 INCHES.

### "IG" Insulated Glass Panels

Your insulated glass panel is warranted for the period as noted in paragraph 6a and 6b from the original date of installation. It is warranted against any material obstruction of vision through the unit due to accumulation of dust, moisture, or film on the internal surfaces caused by the failure of the unit's edge seal due to defects in material or workmanship under normal conditions. This warranty shall be void if; the unit is installed in high moisture environments (such as greenhouses or swimming pool enclosures) or film, shades, blinds, or any foreign materials, are used on or near the surface of the unit.

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7. Arlene shall repair or replace the product at Arlene's sole discretion and shall ship the repaired or replaced item to Customer at Arlene's expense, with no charge to Customer.

Customer shall return any product subject to a warranty claim to Arlene's factory at Customer's expense along with a copy of the original purchase order and the date it was purchased. If the product has been attached to or installed in material not purchased from Arlene (such as a door), then to qualify for the warranty, the product must be removed from the material it has been attached to or installed in and only the product itself originally purchased from Arlene should be returned to Arlene's factory at Customer's expense.

The following conditions are not considered defects which are covered under the Arlene warranty: warp (as defined and within the limits prescribed below); bow or misalignment of the frame or jamb in which the door is hung; variation or unsatisfactory results in the surface checking of the wood; damage resulting from the causes beyond the control of Arlene (within the limits prescribed below) defects from failure to perform normal home owner maintenance or from attempts by non-Arlene workmen to repair the door; surface checks on the door that are less than 1/32" in width or less than 2" in length; panel movement or shrinkage of 3/16" or less (temperature, humidity, and direct sunlight may cause the wood panels on your door to shrink slightly, leaving an unstained line in the panel. This movement is normal and the door's construction is designed to allow this movement.); damage caused by the installation of a storm door; leakage in the speakeasy opening in doors with such a feature (with or without decorative iron grille); reducing the height of the door by removing more than one (1") inch from the bottom rail and/or one-half (1/2") inch from the top rail of the door; reducing the width of the door by removing more than one-half (1/2") inch from the stiles at either side. Warp, as mentioned above, is defined as any distortion in the door itself, and does not refer to the frame or jamb in which it is hung. However, the term, "warp" shall not include the related terms of "bow", "cup", or "twist." To be considered warped for the purposes of the warranty; the distortion would have to exceed 1/4" on a 6'8" tall door and 1/2" on an 8'0" tall door. Doors wider than 36 inches or taller than 8 feet are not warranted against warp. If the claimed nonconformity is warp, Arlene may defer repairing or replacing the product for up to twelve (12) months from the date of the claim of the date when the products was installed, as it is not uncommon for temporary warp conditions to occur as the door adjusts to local humidity and temperature. The aforementioned damages caused by forces beyond Arlene's control include, but are not limited to, damage caused by misuse, abuse, accident, mishandling, fire, flood, earthquake, storm, tornado, or other acts of nature. In addition to the above, the Arlene warranty does not cover any damages including fading of finish, discoloration, rust or flaking resulting from exposure due to installation without sufficient roof overhang protection, which causes the door to be exposed to an unusual amount of sunlight and /or precipitation. Minimum roof overhang is one in which the roof overhang projects out a distance from the structure no less than one-half (1/2) of the elevation between the bottom of the door and the base of the overhangs highest point above the entryway. The appearance and size of knots cannot be controlled and we cannot guarantee that every door will have the same size and shape of knots present. Placement, quantity, or the size of knots are not covered under the terms of warranty. On all wood species, natural variations in the color, texture, and density of the wood is common.

Arlene shall inspect items returned under a warranty claim and shall have no obligation under the warranty for any item damaged by Customer or any third party. Any claim under the warranty for products that are not received in good condition by Customer must be made by Customer within 48 hours of receipt of the product by Customer. If Arlene determines that a returned product does not qualify for the above warranty, Arlene shall charge Customer for any repairs necessary.

8. THE WARRANTY SET FORTH IN PARAGRAPHS 6-9 CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER ANY CLAIM OR THEORY OF LIABILITY. ARLENE MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCT, THE DESIGN, AGAINST INFRINGEMENT, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR USE BY CUSTOMER. ARLENE FURNISHES THE ABOVE WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. ARLENE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, LABOR COSTS OF ANY KIND ARISING FROM OR IN CONNECTION WITH AN ALLEGED BREACH OF ANY WARRANTY OR NEGLIGENCE ON THE PART OF ARLENE. IN NO EVENT SHALL ARLENE PAY FOR THE COST OF LABOR, INSTALLATION, REMOVAL, DISPOSAL, OR FINISHING OF A GLASS UNIT OR DOOR, OR FOR ANY OTHER COST RELATING TO THE REPLACEMENT OF A GLASS UNIT OR DOOR.

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