

Designer Doors, Inc.

Gate

Two Year Limited Warranty

Designer Doors, Inc. warrants our gates to be of good material and workmanship and to be free of defects which would make them unserviceable or unfit for ordinary and recommended use for two (2) years from the date the gates are shipped from our factory. This warranty is subject to the following terms and conditions. You must inspect each gate when you receive it before it is hung or fitted. If you find a defect in any gate, you must notify us in writing within five (5) days of the date you received the gate describing the defect to us. Gates must be finished on all sides within ten (10) days of receipt. Finishing must include 1) the product being finished on all surfaces, including edges, with Sikkens™ CETOL or primed with top quality acrylic latex or alkyd primer prior to exposure to the weather and within ten (10) days of delivery 2) the gates are finished with two (2) coats of either Sikkens™ CETOL 23 or three (3) coats of CETOL DOOR & WINDOW or two (2) coats of top quality acrylic latex exterior paint or high quality alkyd exterior paint; and 3) any exposed beaded or v-groove openings that could pocket water are sealed with a high-quality, polyurethane caulk or similar quality caulking material after the finish is applied. Silicone caulk is not recommended.

If any gate is found by us to contain defects as stated wherein during the warranty period, we reserve the right to: 1) Repair the defect; 2) Furnish you a replacement gate, provided that the original gate is returned to our factory; or 3) Refund you the amount we were paid for the original gate after we receive the original gate at our factory. If we elect option 2) or 3), the gate may be shipped at our expense. Under no circumstances will we pay for any cost of installing, finishing, or removing any gate, nor are we responsible for any consequential damages.

The sole remedy available pursuant to this limited warranty shall be the repair, replacement or purchase price refund of the defective gate. To the fullest extent permitted under the law, Designer Doors, Inc. expressly excludes any liability for direct, indirect, special, punitive, incidental or consequential damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

Limits and Exclusions

1. Unsatisfactory service or appearance caused by failure to follow proper finishing instructions are excluded from this warranty.
2. Natural variations in the color or texture of wood are not considered defects.
3. Warp/bow within specifications with an acclimation period. Claims will not be honored until after suitable acclimation period.
4. Gates that are improperly hung or do not swing freely.
5. We shall not be liable for any gates repaired, returned, or replaced without our prior written consent.

This warranty does not apply to commercial, industrial, or any other non-residential installation.

Our warranty does not cover these items: WE WILL NOT PAY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR RESULTING FROM DEFECTIVE GATES OR HARDWARE. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

Our warranty shall not extend to or cover rotting-through resulting from damage to the gate caused by fire, other accident or casualty, vandalism, radiation, harmful fumes, or foreign substances in the atmosphere; or occurrences as a result of any physical damage or the failure of finish applied after the gate left our factory, or failure to provide reasonable, necessary and proper maintenance including re-finishing the surface as needed. Nor shall our warranty extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed. This warranty does not cover normal wood behaviors due to contraction and expansion of wood, such as checking, cracking, lifting wood grain, and leaking sap pockets. These minor occurrences do not harm the stability or durability of the gate, and are natural reactions of wood to changes in humidity levels and climates.

In the event a gate does not conform to any provision of this limited warranty, please send to Designer Doors, Inc.'s Corporate Headquarters written notice setting forth your name, address, telephone number, the date of delivery of the gate, and a description of the defective condition of the gate to: Designer Doors, Inc., Attention: Warranty Manager, at 702 Troy Street, River Falls, Wisconsin 54022 (or the Company's most current address). Designer Doors, Inc. shall respond to any such notice in writing or by telephone within a commercially reasonable period of time, not to exceed forty-five (45) days.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, DESIGNER DOORS, INC. MAKES NO WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO ITS GATES. TO THE FULLEST EXTENT PERMITTED BY LAW, DESIGNER DOORS, INC. EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OR COVENANTS WITH RESPECT TO ITS GATES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, REPRESENTATIONS OR COVENANTS AS TO WORKMANSHIP, DESIGN, CAPACITY, QUALITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.