

# SALES AGREEMENT AND LIMITED WARRANTY

LIMITED WARRANTY: THE GOODS ARE SOLD AS IS EXCEPT FOR TRUE AMERICAN GRAIN OR OTHER MANUFACTURES EXPRESS WARRANTIES. TRUE AMERICAN GRAIN'S SOLE OBILGATION TO BUYER WITH RESPECT TO OTHER MANUFACTURES WARRANTIES IS TO ASSIST BUYER IN PRESENTING ITS WARRANTY CLAIMS TO THE MANUFACTURE. TRUE AMERICAN GRAIN'S SOLE LIABILITY, IF ANY, WITH RESPECT TO THE CONDITION OF THE GOODS SOLO TO BUYER IS LIMITED TO THE ADJUSTMENT, IF ANY, PROVIDED BY THE MANUFACTURER OF THE DEFECTIVE OR NONCONFORMING GOODS. EXCEPT AS TO TITLE, THERE ARE NO OTHER WARRANTIES, WRITTEN, ORAL, OR IMPLIED, WITH RESPECT TO THE GOODS. BUYER WAIVES ALL CLAIMS BASED UPON IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ACKNOWLEDGE THAT TRUE AMERICAN GRAIN STRICKLY FORBIDS ITS EMPLOYEES TO WARRANT THE MERCHANTABILITY OR FITNESS OF GOODS FOR A PARTICULAR PURPOSE. FAILURE TO PROPERLY SEAL ALL SIX SIDES OF A DOOR VOIDS ALL WARRANTIES.

**DESIGN SPECIFICATIONS OF GOODS:** True American Grain's sole obligation with respect to the design specifications of the goods is to manufacture them in accordance with the specifications described in the order confirmation. An order confirmation shall supersede all descriptions and specifications contained in the purchase order. If the order confirmation does not include all needed manufacturing specifications ("Missing Specs"), shall manufacture the goods using its choice of any Missing Specs and shall not be liable for any damages if its choice falls within the range of specifications allowed by applicable building codes, statutes, or industry standards, shall not be liable for any damages. If the specifications in the purchase order or the order confirmation do not conform to, or comply with, the owner's architect's specifications, building cables, and any applicable statues, including but not limited to the ADA. Any changes to the order confirmation must be signed by both Buyer and True American Grain, and must specify no change in price, or the amount of the increase in price, or the amount of decrease in price.



#### **LIMITED WARRANTY**

For a period of 60 days from the date of shipment, all True American Grain's manufactured doors shall be free of defects which render such door (s) unserviceable or unfit for ordinary recommended use.

## PERSONS COVERED BY LIMITED 60 DAY WARRANTY

True American Grain extends its Limited 60-day Warranty only to the persons or companies to whom it has sold its doors. Warranties made by True American Grain customers to subsequent purchasers cannot be honored by True American Grain.

#### LIMITITATIONS AND EXCURSIONS

All implied warranties, including the warranties of merchantability and fitness for a particular purpose, are limited in duration for the period of 60 days from the date of shipment to True American Grain's customer. True American Grain shall not be liable for any special, consequential, indirect, or incidental damages based upon breach of express or implied warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the door or the structure in which the door is installed, costs of any substitute doors, claims by third parties including subsequent purchasers of True American Grain product and injury to property.

#### **HOW TO MAKE A CLAIM**

Immediately upon discovering that a True American Grains manufactured stile and rail door is defective or fails to conform to this warranty, the customer shall send a notice in writing to the dealer where the True American Grain's door was originally purchased.



### WHAT TRUE AMERICAN GRAIN WILL DO

If, True American Grain manufactured stile and rail door fails to conform to this warranty, True American Grain will repair the door on, at its option, ship a replacement to its customer. In the same condition of fit and finish, as the door originally sold by True American Grain. If True American Grain is unable to replace the door and if repair is not commercially practicable, True American Grain may reimburse the dealers purchase price of the defective door. If the claimed defect is warp, True American Grain may defer repairing or replacing the door for a period of up to 60 days from the date of claim or the date when the door was installed, to permit conditioning and equalizing to humidity and temperature conditions. The company cannot under any circumstances be responsible for installation, repainting, refinishing, or other similar activities necessary to complete the replacement or any cost associated with the resolve.

#### **GLASS**

Doors with insulated glass are warranted against hermetic seal failure for a period of five years from date of manufacture. Should there be a failure of the air seal within the warranty period, the company shall supply either the insulated glass only or the insulated glass in sash at the company's option. If hermetic seal failure is caused by using cleaning solutions that contains chemicals that attack our sealant or if lap painting was not conducted, no warranty shall be in effect. The company cannot under any circumstances be responsible for installation, repainting, refinishing, or other similar activities necessary to complete the replacement or any cost associated with the resolve. The company will furnish the insulated glass only free of charge, F.O.B. the original point of delivery. Cracked or broken glass is not covered by the warranty. Decorative glass that is hand crafted may vary from one lite to another and contain variations in color, size, glass clarity and welded joints may differ. These are not defects. Tempered glass contains varying degrees of distortions. These distortions may affect view and are not considered a defect. All glass should be cleaned with mild soap & water only. All other solutions could cause damage or seal failure. Do not allow metal parts of cleaning equipment to contact glass.



#### **CHARACTERISTICS EXCLUDED FROM WARRANTIES**

The following are not defects in the workmanship or material and are not covered by this warranty:

- 1. Warp in stile and rail doors less than one quarter Inch (1/4") in the plane of the door itself and any warp in stile and rail doors over 2'0" wide or 8'0" high.
- 2. Damage caused by attempts to repair the door by persons other than True American Grain or its approved representatives.
- 3. Natural variations in the color or texture of the wood.
- 4. Defects caused by warp or bow of the frame or jamb in which the door is hung, Improper hanging of the door or improper installation such that the door does not swing freely.
- 5. Damage caused by improper transportation, handling or on-site storage.
- 6. Panel misalignment or shrinkage.
- 7. Cracks or splits in split resistant panel which do not appear on both sides of the panel.
- 8. Failure to follow the finishing instructions.
- 9. Gap allowance at stile and rail joints that is .007" x 15% of joint length or less.
- 10. Swing outdoors with high exposure or less than 3 feet overhang 12 inches above the door.
- 11. Limited Overhang.
- 12. See website for full Warranty.