

## LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

## Windows & Doors Limited Warranty, Published 10/18/2023

#### Limited Warranty on Door and Window Iron Components

Lone Star Iron Doors iron components in windows and doors are warranted to be free from defects in manufacturing, materials, configuration, assembly, inordinate changes or failure in appearance, and installation by Lone Star Iron Doors or a Lone Star Iron Doors certified installer, excluding wear and tear, inordinate physical abuse, and maintenance contrary to written instructions from Lone Star Iron Doors, for five (5) years from the date of installation.

All Lone Star Iron Doors iron components are handcrafted, and some designs may dictate slight variances to preserve structural integrity. Lone Star Doors reserves the right to make minor design adjustments from the approved customer drawings in the spirit of maintaining structural integrity. Lone Star Iron Doors does not consider such "variations" to be defects, but rather a natural characteristic of the product that enhances its value and defines it as "one of a kind." Such "variations" include but are not limited to hardware positioning, smoothness of edges on the ornamental iron designs, scale and positioning of scroll work on the actual door compared to the approved drawing.

If on inspection of a door or window, Lone Star Iron Doors confirms a warranted defect occurring within the warranty period, Lone Star Iron Doors, will provide a factory-authorized repair at no cost to you. Such repair is warranted for the remainder of the original, 5-year warranty period.

# Limited Warranty on Glass

All glass in Lone Star Iron Doors factory glazed windows and doors is covered under the conditions of each respective manufacturer's warranty to be free from defects in manufacturing, materials, workmanship, and not to develop, under normal use and conditions, any inordinate obstruction of vision resulting from manufacturing defects or as a result of failure of the glass or organic seal, for five (5) years from the date of warranty commencement set out in the glass manufacturer's warranty. Patterned glass (including obscure, pebble, fern, reed and cascade designs) is warranted not to develop, under normal use and conditions, any inordinate change in appearance resulting from manufacturing defects or as a result of failure of the glass or organic seal for five (5) years from the date of warranty commencement set out in the glass manufacturer's warranty. Patterned glass may have "variation" due to manufacturing process. Lone Star Iron Doors does not consider such "variations" to be defects but rather natural characteristic of the manufacturing process of the glass.

This limited warranty on glass does not apply to special order glazings, Lone Star Iron Doors art glass, insulated art glass, impact-resistant glass, insulated glass with shades or blinds between the glass or glass that is not factory installed by Lone Star Iron Doors or a Lone Star Iron Door certified installer.

In the event Lone Star Iron Doors, the glass retailer/dealer, or the glass manufacturer confirms a warranted glass defect or failure within the warranty period, Lone Star Iron Doors will make and prosecute a warranty claim on your behalf with the appropriate warrantor and any repair or replacement shall be governed by the glass manufacturer's warranty. Such repairs or replacements are warranted for the remainder of the original warranty period.

#### Limited Warranty on Hardware and Components Other Than Glass

Hardware and Other Component portions of Lone Star Iron Doors windows and doors (including non-electric operators, locks, lifts, balance systems, hinges, handles, weatherstripping, exterior trim, sash and frame members and excluding Lone Star Iron Doors electric window operators, shutters, retractable insect screens or finishes on bright brass and satin nickel door hardware) are warranted pursuant to the terms and conditions of each respective manufacturer's warranty to be free from defects in manufacturing, materials, and workmanship for a period of five (5) years from the warranty commencement date set out in the manufacturer's warranty. The hardware and non-glass portions of Lone Star Iron Doors windows and doors with iron exteriors and commercial doors, excluding finish or ancillary components such as bottom sweeps, weatherstripping, corner pads, and flush bolts, are warranted for five (5) years from the date of door or window installation.

In the event hardware or a component other than glass fails as a result of a defect in manufacturing, materials, or workmanship within the warranty period, Lone Star Iron Doors will make and prosecute a warranty claim on your behalf with the appropriate warrantor and any repair or replacement shall be governed by the manufacturer's warranty. Such repairs or replacements are warranted for the remainder of the original warranty period.

## Limited Warranty on Door and Window Finishes

Lone Star Iron Doors warrants the finish of doors and windows for a period of two (2) years from the date of installation by Lone Star Iron Doors or a Lone Star Iron Doors certified installer, or the warranty period provided by the retailer/dealer, whichever is greater. In the event of a finish claim, Lone Star Iron Doors will make and prosecute a warranty claim on your behalf with the appropriate retailer/dealer or provide a factory-authorized repair to the existing finish at no cost to you, excluding labor. Such repairs or replacements are warranted for the remainder of the original warranty period.

## No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LONE STAR IRON DOORS EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

#### Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e., the fifty states and the District of Columbia). This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. The Limited Warranty will be subject to the jurisdiction of the courts situated in or having jurisdiction over the county and/or state in which the installation takes place. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

## What Is NOT Covered by this Limited Warranty:

## Specific Additional Exclusions

In addition to any other limitations or exclusions in this Limited Warranty, Lone Star Iron Doors shall have no obligation for product failure, damage or costs due to or related to the following:

- Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly installed, assembled or improperly mulled by third parties who are not employed, recommended or hired by Lone Star Iron Doors.
- Failure due to the application of non-Lone Star Iron Doors approved hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- Third-party (whether homeowner or company not employed, recommended, or hired by Lone Star Iron Doors) failure to properly install Lone Star Iron Doors hardware and/or exterior trim.
- Adjustments or corrections made by third parties due to improper installation.
- Improper installation or use by third parties not employed, recommended
  or hired by Lone Star Iron Doors, including use of a non-commercial door
  as a main entrance or exit door for a building other than a single-family
  residential unit or re-installing an Lone Star Iron Doors window or door after
  it has been removed from a building and re-sold and/or re-installed in a
  different building.
- Exposure to conditions beyond published performance specifications.
- · Water infiltration other than as a result of a warranted defect.
- · Condensation.
- Improper maintenance, such as use of brick wash, razor blades, sealants, sanding or improper washing.
- Third party (whether homeowner or company not employed, recommended, or hired by Lone Star Iron Doors) failure to properly seal and maintain the product. This includes, but is not limited to, the exposed wood on all sides of a door panel (e.g., exterior, interior, top, bottom, and both sides), a door frame and wood grilles.
- · Chemicals or airborne pollutants, such as salt or acid rain.
- Delivery to the installation job site by others not employed, recommended, or hired by Lone Star Iron Doors).
- Accidents and/or Acts of God.
- · Normal wear and tear.

# Additional items excluded from Lone Star Iron Doors' limited warranty:

- · Labor to replace sash, glass or other hardware components.
- Labor and materials to paint or stain any repaired or replaced product, component, trim or other carpentry work that may be required.
- The performance of the low-maintenance exterior glass coating on products with High-Performance Low-E4® glass. Performance will vary depending on environmental conditions.
- Minor warping of doors. Lone Star Iron Doors may defer actions on any claim for warping for a period of up to twelve (12) months from the date of the claim in order to permit conditioning and equalization to humidity and temperature conditions.

- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- · Rattling of grille bars within an air space.
- · Insects passing through or around doors and windows.
- · Tarnish or corrosion to hardware finishes.
- · Stress cracks and broken glass.
- Special glazings. If a special glazing is used, Lone Star Iron Doors will advise you of the applicable warranty.
- Lone Star Iron Doors art glass and decorative insulated art glass, impactresistant glass, electric window operators, retractable insect screens and bright brass and satin nickel finishes on door hardware. Any limited warranties applicable to these products shall be provided in writing to you by Lone Star Iron Doors.
- · Service trips to provide instruction on product use.

## Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the Lone Star Iron Doors retailer/dealer who sold you your Lone Star Iron Doors product. Or, you may contact us at:

Lone Star Iron Doors Windows, Inc./Lone Star Iron Doors Service Center 6121 W. Park Blvd. Ste. C-226 Plano. TX 75093

You may also contact us by phone at 1-214-774-4455. You can help us serve you faster by providing the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements, which will be provided to you in writing by Lone Star Iron Doors upon installation.
- Description of product concerns.
- Documentation of the purchase date and installation date, which will be provided to you in writing by Lone Star Iron Doors upon installation.
- Your name, address (with zip code) where the product is installed and telephone numbers.

# Non-Warranty Repair

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or the applicable warranties of other providers. Lone Star Iron Doors reserves the right to inspect its' windows and doors to confirm a warranted defect exists. If the inspector determines in good faith that a defect cannot be confirmed in the Lone Star Iron Doors product, a reasonable inspection fee may be charged.

# DISPUTE RESOLUTION PROCESS

# General

If you are dissatisfied with the remedy provided to you under the warranties set forth above or have any other claim against Lone Star Iron Doors related to your Lone Star Iron Doors products, you may contact us by phone at 1-214-774-4455.

## Lone Star Iron Doors Response

Lone Star Iron Doors will have 15 consecutive calendar days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Lone Star Iron Doors may make one or more written offers to you to resolve your Dispute.

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