PIVOT

DOOR COMPANY

Limited Warranty and Disclaimer of Warranties

A. PDC warrants to the original purchaser only, that the Products as specified on the Invoice will be free from defects in workmanship for a period of 2 years from the date of shipment. BUYER MUST NOTIFY PDC OF ANY DEFECT WITHIN 15 CALENDAR DAYS OF THE DISCOVERY OF AN ALLEGED MANUFACTURING DEFECT. PDC will repair any defects in workmanship covered under this Limited Warranty, or PDC may, at its sole discretion, refund the amount paid by Buyer with respect to the defect in workmanship.

B. This Limited Warranty is voided if unfinished wood Products are exposed to water or moisture of any kind. Unfinished wood Products must be protected from the elements at all times. Products must be sealed and finished in accord with industry standards for finishing wood products at or before the time of installation.

C. The Limited Warranty does not cover damage due to any of the following:

(1) Attempts to repair or alter the Products other than by PDC.

(2) Inadequate protection from the elements. Adequate protection from the elements includes, but is not limited to, an overhang extending out at least one-half the distance from the bottom of the door to the bottom of the overhang, and extending at least 3 feet past either side of the door opening. More overhang may be necessary in areas with extreme weather conditions to adequately protect the door. Proper overhang significantly decreases the chances of warping, checking, and delamination caused by the sun and precipitation.

(3) Improper handling or on-site storage.

(4) Failure to seal all 6 sides and hardware cutouts of the Products. All edges must be sealed immediately after fitting and hanging with the integrity of the finish maintained.

(5) Bow or nonalignment in the frame or jamb in which the door is hung, or improper hanging.

(6) Failure to perform normal owner's maintenance, including maintaining the finish and weather seals. Weather seals must be periodically inspected and replaced.

(7) Damage caused by others or by any cause beyond the control of Seller including but not limited to, damage caused by normal wear and tear, weathering (including corrosion of components in seacoast applications); customer misuse, abuse, neglect or alteration; or, fire, flood, earthquake, storm, tornado or other acts of nature.

(8) Shipping damage.

(9) Natural variations in the color or texture of the wood, including grain, knots, and variations in the appearance of the Product from factory distressing.

(10) Variations or unsatisfactory results in gloss level, texture, or appearance resulting from Buyer's or its Agent's field application of paint or other finishing materials.

(11) Panel shrinkage of 1/8 inch or less. (Note: Panels are designed to "float." Temperature changes may cause the wood panels to shrink, leaving an unstained line along the panel edge.)

(12) Expansion or swelling of panels or planks of 1/8 inch or less due to varying environmental conditions.

(13) Cracks or splits in wood of 1/16 inch or less due to varying environmental conditions.

D. THE LIABILITY OF PDC UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR OF THE DEFECT OR REFUND OF THE AMOUNT PAID BY BUYER, AT THE SOLE OPTION IN THE SOLE DISCRETION OF PDC. THE REMEDY OF REPAIR OR REFUND IS THE EXCLUSIVE REMEDY AVAILABLE TO BUYER. PDC SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OF ANY PRODUCTS, LOSS OF TIME, LOSS OF CAPITAL, COST OF SUBSTITUTE MATERIALS, INCONVENIENCE, ATTORNEYS FEES, COMMERCIAL LOSS OR ANY OTHER ECONOMIC DAMAGES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, BASED UPON BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT DUTY OR ANY OTHER LEGAL THEORY.

E. It is not uncommon for a temporary warp condition to occur as the Products adjust to local weather conditions. If the claimed Product defect is warping, PDC may defer, at its sole discretion, repairing or replacing the Product for a period of up to 12 months from the date of claim or installation, whichever is later. This deferral will not be counted against the warranty period.

F. THIS LIMITED WARRANTY DOES NOT COVER DEFECTS IN MATERIALS OR FAILURES RESULTING FROM ACTS OF GOD, UNREASONABLE OR IMPROPER USE, IMPROPER MAINTENANCE, OR IMPROPER HANDLING, provided, however, that defects in materials may be warranted separately by the manufacturers of such materials.

G. If the purchaser fails to communicate with PDC regarding the completed door order within six (6) months after receiving a written or electronic notification of completion ("Door Done Email"), the door shall be deemed abandoned by the customer. Upon abandonment, all payments made by the customer shall be forfeited to PDC, and PDC reserves the right to resell, repurpose, or dispose of the door at its sole discretion. No further liability or obligation shall exist on the part of PDC to the customer regarding the abandoned door. For the purposes of this provision, "fails to communicate" shall include, but is not limited to, the customer's failure to (a) respond to the "Door Done Email"; or (b) otherwise indicate a clear intention to take possession of the door.

H. THIS LIMITED WARRANTY SETS FORTH PDC'S MAXIMUM LIABILITY FOR THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 14, PDC MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND PDC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT. This Limited Warranty gives Buyer specific legal rights, and Buyer may have other rights that vary from state to state. Any other right that Buyer may have is limited in duration to the duration of this Limited Warranty.

I. The laws in some states restrict or eliminate the rights of manufacturers and distributors of consumer goods to disclaim or limit implied warranties in consequential and incidental damages with respect thereto. If any such law is found to be applicable, the foregoing disclaimers or limitations on, implied warranties in consequential and incidental damages with respect thereto, to the extent necessary to comply with such legal restriction, shall be disregarded and shall be deemed not to have been made.

J. PDC will not make any reimbursements for warranty service performed by persons other than PDC.

K. This Limited Warranty is to the original purchaser and is not transferable.

L. To make a claim on this Limited Warranty, Buyer should contact the PDC branch location specified on the first page of the Invoice. Buyer should retain this Invoice to establish the date and place of purchase. If Buyer has any questions regarding this Limited Warranty, Buyer may call or write to:

Pivot Door Company, LLC
1260 Valley Street
Colorado Springs, CO 80915

M. No representative or agent of PDC nor any third-party has authority to change or modify this Limited Warranty in any respect, nor to assume any other obligation of liability on behalf of PDC. This Limited Warranty is limited to the continental United States.