

MAI DOORS FACTORY FINISH LIMITED WARRANTY

Effective 12/1/2008

IMPORTANT NOTICE: Read this entire MAI Doors Limited Warranty and Limitation of Liability (“Limited Warranty”) before purchasing or installing this product. By installing or using this product you are acknowledging that this Limited Warranty is part of the terms of sale.

Distinctive Doors, Inc. (DDI), manufacturer of MAI Doors, makes the following exclusive express Finish Warranty for MAI Factory-Finished Products, subject to the stated conditions and limitations. DDI warrants that all factory-applied finishes to door panels or door frames by DDI will be free of any “Finish Defect” for a period of one (1) year from the date of sale by DDI to an MAI-authorized dealer. A Finish Defect includes cracking, peeling, blistering, chalking, surface contaminant and smudges in excess of a numerical rating of six when measured in accordance with the standard practice specified in ASTM D659 or fading or change in color in excess of five “E” units (NBS), calculated in accordance with ASTM 2244. A Finish Defect does not include fading due to UV or sunlight exposure or variation in stain absorption due to grain, color and texture differences in the wood. If DDI is given notice of such Finish Defect within one (1) year from the date of sale, DDI shall, at its sole option: 1) reimburse labor to refinish or repair any defective finish workmanship (and provide replacement materials if DDI determines such materials are necessary to make the repairs. If refinished, the finish may not necessarily be the same finish as originally applied), 2) replace the defective product and/or finished components or 3) refund the original purchase price of the defective item in question. This Finish Warranty is provided to the original Buyer and may not be assigned or transferred, although the limitations of liability set forth herein apply to all sales and persons. In addition to this Finish Warranty, your MAI Wood Entry Door products are covered by separate product warranties. If this Finish Warranty does not apply to you, however, warranty and liability limitations still apply to the sale and use of your MAI products. You should review the applicable MAI product warranties for warranty coverage and limitations applying to your MAI products. By installing the MAI products, you are acknowledging that the product warranties are part of the terms of sale. You can review the applicable MAI product warranties at www.MAIdoors.com.

CONDITIONS APPLICABLE TO MAI DOORS FACTORY-FINISHED PRODUCTS AND THIS FINISH WARRANTY

Limitation of Factory-Finish Warranty.

FAILURE TO COMPLY WITH MAI INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This Finish Warranty does not extend to finished products subjected to conditions not reasonably foreseeable by DDI that do not comply with restrictions and conditions (such as adequate overhang protection) set forth in the respective product warranties. Buyer and User assume all risk of any such use. This Finish Warranty is the exclusive warranty for finishing of a MAI Doors Factory-Finished Product. **NEITHER DDI NOR SELLER MAKE ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCT FINISH, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS FINISH WARRANTY.** This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties shall be one (1) year from the date of sale by DDI to its authorized dealer. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you, in such event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights which vary from state to state.

Limitation of Factory-Finish Liability.

This Finish Warranty sets forth the maximum liability of DDI or Seller for the finish of the products. **IN NO EVENT, INCLUDING WHERE THIS FINISH WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION, SHALL DDI OR SELLER BE LIABLE FOR ANY INCIDENTAL,**

CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, FINISHING, OR USE OF ANY MAI DOORS PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

Limitation of Factory-Finish Remedy.

THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE SOLE LIABILITY OF DDI AND SELLER TO ALL PERSONS FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE FINISHING OF (OR THE APPLICATION OF A FINISHING PRODUCT TO) AN MAI DOOR PRODUCT, SHALL BE, AT THE OPTION OF DDI, MATERIALS AND/OR REIMBURSEMENT OF THE LABOR TO REPAIR ANY DEFECTIVE FINISH OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT WITH THE DEFECTIVE FINISH, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF DDI OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. When applicable, replacement products shall be a reasonably similar to current product and may not exactly match the original or original finish. Even where DDI chooses to repair or replace product, the costs covered by this Finish Warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or carpentry work. Replacement product provided pursuant to this Finish Warranty shall be subject to the applicable MAI Doors Limited Warranty only for the reMAInder of the original warranty period on the product being replaced. If DDI or Seller provides any of the remedies identified in the Finish Warranty above (i.e., refinishing, repair/replacement of product, or refund of the purchase price), then Buyer and/or User agree that this limitation of remedy shall not have failed of its essential purpose.

DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER

DDI is not responsible for or makes no warranty as to:

- 1) Non-factory finishing, repairs or modifications performed by anyone other than DDI (or one of its subcontractors).
- 2) Finishes of non-MAI products.
- 3) The buyer's choice of finish, or whether the chosen finish is a match to other or existing finishes.
- 4) Finish failure due to:
 - Improper storage, handling, installation, use, modification, or MAIntenance.
 - Normal wear from product usage or age.
 - Non-factory applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
 - Products or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
 - Acts of God.
 - Acid rain or other corrosive elements.
 - Damage caused by high in-home humidity (condensation, frost and mold).
 - Accident, misuse, abuse, alterations, improper handling, operation or cleaning.
 - Conditions outside product or finish design limitations.
 - Salt spray, including exposure to coastal weather conditions.
 - Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
 - Normal wear, fading or discoloration of finish from product usage, age, or exposure to direct sunlight.
 - Products that have not been paid for in full.
 - Finish failure or any other losses arising from defects in the existing structure.
 - Finish failure due to product being installed in direct sunlight and/or under inadequate overhang protection (at least half the distance of the height to the overhang).

Entire Agreement.

With the exception of a written statement signed by an authorized MAI representative, this Limited Warranty and all the terms contained herein constitutes the entire agreement between MAI/Seller and Buyer/User. This Limited Warranty, including all Limitations of Liability contained herein, are made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, Buyer and

User agree that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.

No Statement of Useful Life.

This Finish Warranty is not a statement of the useful life of any MAI Door.

No Amendment Except in Writing.

DDI and Seller offer this product, and Buyer and User accept it, subject to the foregoing Finish Warranty, which may be modified only by written agreement signed by a duly authorized representative of DDI.

CLAIMS UNDER THESE WARRANTIES

Prompt Notice of Claim.

Within the warranty period, Buyer or User shall notify DDI immediately and, in no case more than one (1) year after any defect or other basis of a claim covered by these Limited Warranties is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which DDI did not receive notice within one (1) year from the time the problem first became known, shall be barred.

Limited Warranty Claim Procedure.

Claims under this Finish Warranty may be made by contacting the authorized MAI dealer through which the product was purchased. Claims should include the following information:

1. Claimant's name, address and phone number, and the installation address (if different);
2. A description of the product, purchase price, and the date and location of purchase, Buyer's name and other identifying information for the MAI Dealer, and copies of invoices;
3. A description of the product concerns (photos should be included); and
4. A brief summary of attempts made to address the concerns.

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