ARCADIA CUSTOM – WOOD LIMITED WARRANTY

At Arcadia Products, LLC d/b/a Arcadia Custom ("Arcadia Custom"), we take pride in the fact that the structural integrity of our products is warranted with the best in the industry. But more than that, the design and construction of our products utilizes innate characteristics of the materials to enhance the appearance of what we sell and sets us apart from the rest of the industry. Certain cosmetic details unrelated to structural integrity that are considered defects in the usual applications of the material are used purposely in Arcadia Custom products and add considerable to their beauty and desirability. When ordering Arcadia Custom product, it is important to understand that cosmetic details such as size and frequency of knots, variations in the color, texture and grain pattern of wood, slight differences in the patinas on hardware products and their tendency to wear more where they are used heavily are subjective determinations not covered under warranty. What is covered by warranty is as follows:

Warranty Coverage

Arcadia Custom warranty obligations for the specific Arcadia Custom products described below (the "Limited Warranty") are limited to the following. Arcadia Custom warrants the following Arcadia Custom-branded product against defects in materials and workmanship for the "Warranty Period" defined below measured from the date of shipment from Arcadia Custom, and subject to further terms below as applicable.

Components and Hardware.

Warranty Period is **five (5) years** on components and hardware, for all single-family residential products.

<u>Finishes</u>

Paint - Warranty Period is five (5) years, Metal finish - Warranty period is five (5) years, Stain finish – none.

<u>Glass</u>

Insulated Glass - Warranty Period is **five (5) years** on insulated glass seal. If glass is deemed defective, Arcadia Custom will provide replacement glass to an Authorized Dealer or end user. Arcadia Custom does not provide the labor to install the replacement glass.

Non-standard glass – Warranty Period is five (5) years.

Capillary breather tubes must be specified by the customer for all dual-glazed (DG) glass when installation or transportation is at or above 4,000 ft elevation. If Arcadia Custom product containing (DG) glass is installed above 4,000 feet without capillary breather tubes, this warranty is void.

Limitations

This Limited Warranty applies only to products manufactured by or for Arcadia Custom that can be identified by the applicable order number associated with its purchase from Arcadia Custom. Arcadia Custom does not warranty the assembly or installation of Arcadia Custom fabricated units. Glass possesses natural imperfections and is not flawless. Arcadia Custom glass quality standards meet the ASTM 1036 standards.

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The Limited Warranty is fully conditional upon the Buyer strictly adhering to the maintenance requirement attached hereto (the "maintenance requirements"). Failure to comply maintenance requirements will result in all warranties being null and void.

Exclusions to Warranty

- Plank doors for bow or warp.
- Warp for doors more than 7 feet in height or 3 feet in width unless used with multi-point hardware, in which case 8 feet in height is allowable.
- Doors thinner than 1 ³/₄" for exterior use.
- Interior doors used in an exterior use.
- Alder, Walnut and Cherry doors used in an exterior application.
- Warp for any door 8 feet in height and 4 feet in width.
- Gates, or doors used in a gate application.
- Any special custom product manufactured according to the customer's specifications.
- Dissatisfaction with performance or appearance of our finish, or a field-applied finish.
- Dissatisfactions with variations in the color or texture of the wood, as well as knots and knot fill in the wood.
- Damage caused by others, or by any cause outside the control of Arcadia Custom, including but not limited to damaged caused by misuse, abuse, accident, mishandling, or by fire, flood, earthquake, storm, or other acts of nature.
- Any door that is misused. "Misuse" of a door includes, but is not limited to, using a door on part of a building without provided adequate overhang or an appropriate finish color. Adequate overhang depends on the typical weather conditions of the area where the door is to be used, but at the very minimum means an overhang projecting a distance from the structure equal to one half the distance between the bottom of the door and the bottom of the overhang at the point which is farthest from the door.
- Doors that are excessively trimmed: more than $\frac{1}{2}$ " from the top or more than 1 $\frac{1}{2}$ " from the bottom.
- Damage due to failure to preform normal homeowner's maintenance, including maintaining the finish.
- Product failure due to improper installation.
- Attempts to repair Arcadia Custom product without prior authorization.
- Surface checks less than 1/32" in width.
- Panel shrinkage and misalignment, which leaves an unstained line along the edge of the panel. This is caused by differences in temperature and humidity, and is not a defect.
- Slight expansion and contraction of the door or window due to changes in temperature and humidity are not defects.
- Water infiltration.
- Wood sills.
- Doors not sealed on all six surfaces.

• Doors with floating panels against water infiltration.

All doors must be finished immediately upon installation.

Note: Arcadia Custom retains its rights to inspect any product that is alleged to be defective.

Claims

If a product is determined, upon receipt and inspection, to be defective. Arcadia Custom must be notified within 30 days of the purchaser's receipt of the product before any installation, hanging, fitting, or finishing charges have been incurred. Upon written notification by an authorized distributor of Arcadia Custom products, we will, at our option.

- Repair the product, or,
- Provide a replacement part of parts for the product, or,
- Provide a replacement product

A replacement product or part will be as originally purchased from Arcadia Custom, and specifically does not include freight, finishing or installation charges. To clarify further: if a visible and/or apparent defect exeists upon your receipt and inspection of a product from Arcadia Custom, it is imperative that we be notified before any further costs are incurred. We will not assume any liability for those costs.

Arcadia Custom will not be responsible for any product repaired or replaced without the prior written notification of our office.

We expect our customers to examine their shipments upon receipt,]. All claims for billing errors, shipping errors or merchandise defects must be submitted thirty (30) days from receipt of product. Any other claims must be made within the warranty period. Warranty claims must be made in writing to the distributor or distributor from whom the items were purchased. Arcadia Custom will make a determination of claim validity and respond in writing to the distributor within 30 days.

Customers must examine their shipments upon receipt.

- For possible freight damage
- To verify that you received what you ordered
- To verify that the product is flat and straight and has no defects.

Product Damaged During Shipping

If you believe the product was damaged during shipping, you must note it on your freight bill and immediately notify Arcadia Custom so a freight claim can be filed.

Shortages and/or Defective Merchandise

If your order has an apparent shortage, please contact your distributor, distributor or Arcadia Custom Customer Service Department within five (5) days after receipt of your order.

Defective merchandise must be reported within thirty (30) days of receipt of your order. Defective products must be held by the customer for inspection. Merchandise which has been disposed of will not be considered for claims. Arcadia Custom must approve all returns and transportation of defective merchandise in writing.

These warranties only apply to product shipped in the continental United States, Hawaii, and Canada.

Returns

Returns must be approved in writing by Arcadia Custom prior to the return of any product.

Specifications and Procedures

Arcadia Custom reserves the right to discontinue or change any product, design, function, finish or price without prior notice.

Transferability of Warranty

This warranty applies to the original consumer of this product only and is not transferable.

Limitation of Warranty

This warranty sets forth Arcadia Custom minimum liability for its products. Arcadia Custom makes no other warranty, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose with respect to its products except as set forth above. No customer, distributor, sales person, distributor or other representative has the authority to alter these warranties either orally or in writing. In no instance shall Arcadia Custom be responsible for indirect, consequential or incidental damages unless state law excludes limitation or exclusion of incidental or consequential damages.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. In the event that state law prohibits the exclusion or limitation of implies warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting a claim shall be the same as, that provided in the express warranty stated herein.