

**Wellborn + Wright, Limited Warranty – Steel Units**

The Limited Warranty by Wellborn + Wright, applies to any window and door and is effective from the date of shipment from Wellborn + Wright (“Shipment Date”). This Limited Warranty is applicable to products sold in the United States. During the first Two (2) years of the warranty period, Wellborn + Wright, may either elect to repair or provide installation and parts at no cost.

**Product**

Wellborn + Wright, warrants its steel doors and windows, to be free from defect in material and workmanship (excluding finish) for a period of 5 years from the date of shipment from Wellborn + Wright (“Shipment Date”) and will repair or replace any defective product or parts at the sole discretion of Wellborn + Wright.

**Limited Glass Warranty**

Wellborn + Wright, applies to factory installed glass or glass installed by a representative of Wellborn + Wright, and warrants clear insulated glass units free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by seal failure which is due to defects in either material or workmanship for the period of 5 years. All glass and glass components are subject to the same warranties, limitations and exclusions that Wellborn + Wright, receives from their suppliers. Glass carries manufacturer’s warranty. This warranty does not apply to alleged defects resulting from: improper use or handling, excessive exposure to moisture, incompatible glazing materials, glass breakage, unauthorized application of any film to the glass surface, neglect of timely removal (not more than SIX (6) months of the factory applied construction protective glass surface coating, or any reason not related to defects in material or workmanship of the relevant product. Imperfections in glass shall be in accordance of the ASTM Standards.

**Finishes**

Painted metal units are warranted for 5 years from defect from the “Shipment Date” from defects that go beyond normal fading, chalking and loss of adhesion.

Patinas are a “Living Finish” which means they will change over time, touch, climate, etc. Depending on the varying conditions and the environment Patina Products are exposed to, Patina finishes can change color or have color variations, and it is the natural process that occurs with Patina Finishes, and as such we do not warranty any Patina Finish.

Any product that is within one (1) mile of a sea coast or has exposure to any salt environment will adhere to what is deemed normal for an ocean coastal environment. And as such any “Abnormal deterioration” or damage to the finish; such as peeling, flaking, or blistering beyond what is normal for a coastal environment falls under this category.

**Hardware & Non-Glass Components**

Any hardware or non-glass components are warranted to be free from manufacturing defects

for Ten (10) Years or as warranty by hardware manufacturer. All other hardware finishes are not warranted in coastal environments. All hardware warranties must abide and comply with the actual hardware manufacturer's written warranty and maintenance instructions as per our hardware suppliers.

### **Warpage**

Warps, bows & twists shall not be considered defects unless it is in excess of ¼" in the plane of the door. Doors in height of 8' or higher ordered without multi-point hardware are not warranted against bow, twist or warp as they have not been performance certified.

### **Moisture and Condensation**

Any product installed without proper moisture management or without an effective and approved drainage system, are not covered under the "Limited Warranty"

Condensation that appears on the surface of the glass is not a product defect, but is the result of excessive humidity. Frost, condensation, mold, mildew or fungus on product surfaces is not covered under the "Limited Warranty".

Any product installed without proper moisture management and without an effective approved drainage system for your climate and region, are not covered under the this "Limited Warranty".

### **Exclusions**

Damage, defects or problems that result outside Wellborn + Wright, control are excluded from coverage of the "Limited Warranty". Examples of exclusions without limitations are:

- Any Exterior Inswing door must have a proper overhang above it equal to the actual height of the door protected
- Any act of God
- Acid rain, salt spray, or any other corrosive element
- Non-standard or non-approved installation of product
- The use or application of any product that exceeds design standard
- Deficiencies in proper building design, construction or maintenance (including walls out of plumb)
- Structural settlement or movement and/or vibration
- Any insulated glass installed above 5,000 feet in elevation without capillary tubes
- Installation near high-humidity environments such as pools, saunas, steam rooms, hot tubs, any area that does not have a proper water management or drainage system, etc.
- Misuse, mishandling, abuse, alteration, modification or neglect
- Repairing any Wellborn + Wright product without prior authorization
- The use of razor blades, inappropriate cleaners or chemicals on Product
- Minor imperfections, normal wear & tear, cosmetic details, variation or discoloration in the metal and/or finish that do not affect the Product's structural integrity

- Subjecting Product to conditions outside of their design limitations
- Acts of war or terrorism or any civil unrest

The responsibility to comply with local or applicable building codes or standards, of all components, including the use of any Wellborn + Wright Product, is the sole responsibility of the buyer, architect, contractor, installer or purchaser of product, and as such Portella is not responsible for any damage, problem, inappropriate construction or design, installation or the selection of products.

#### **Governing Law and Jurisdiction**

Any legal action arising out of or related to the Product or the relationship between W+ and the Customer shall be brought exclusively in state or federal courts located in the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond, Division, and the parties consent to the personal jurisdiction of the state and federal courts therein and waive any objection that such courts are an inconvenient forum. Any dispute between the parties shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.

#### **Disclaimers & Limitations**

This Limited Warranty is the only warranty that is written or oral, whether expressed or implied by Wellborn + Wright. In no event shall Wellborn + Wright be liable for consequential, indirect or incidental damages, not for any amount in excess of the manufacturer's price for the Product involved, whether the claim is for breach of warranty or negligence.