

OSHKOSH DOOR COMPANY LIMITED LIFETIME WARRANTY

Subject to the term, conditions and exclusions contained in this Limited Lifetime Warranty (the “Warranty”), Oshkosh Door Company (“Oshkosh”) warrants its Doors as follows:

The Warranty covers the following doors manufactured by Oshkosh (each, a “Door”) for interior use only:

Door Series/Type	Warranty Period – Interior Use	Warranty Period – Exterior Use
GP Particleboard Series	Limited Lifetime Warranty	No Warranty
GT Structural Composite Lumber Series	Limited Lifetime Warranty	No Warranty
GFAP Fire-Rated Agrifiber Series	Limited Lifetime Warranty	No Warranty
GFPF Fire-Rated Particleboard Series	Limited Lifetime Warranty	No Warranty
GFREM Fire-Rated Mineral Core Series	Limited Lifetime Warranty	No Warranty
GA Acoustical Series	Limited Lifetime Warranty	No Warranty

WARRANTY. Oshkosh warrants to the customer who originally purchased the Door from Oshkosh (the “Customer”), for the duration of the Door’s applicable Warranty Period indicated above, that the Door will be free from defects in design, material and manufacture that would render the Door unserviceable or unfit for the ordinary purposes for which it is recommended (collectively, the “Warranty”).

The Warranty Period for a Limited Lifetime Warranty begins on the day Customer purchases the Door and continues so long as the Door hangs in its original installation unless or until otherwise excluded or excepted under this Warranty..

Other than this Warranty, Oshkosh expressly disclaims any warranty whatsoever with respect to the Door, including without limitation any warranty of merchantability and warranty of fitness for a particular purpose.

CLAIMS. Customer shall inspect doors upon receipt and report any claim of a breach of this Warranty (each, a “Warranty Claim”) by written notice to Oshkosh within 30 days. If a Warranty Claim is reported within the Warranty Period (a “Warranty Claim”), Oshkosh shall have the right to inspect the Door for which the claim is asserted. After an inspection by an authorized representative of Oshkosh, Oshkosh shall determine in its sole and absolute discretion whether such claim is valid.

REMEDIES. If Oshkosh finds a claim under this Warranty is valid, Oshkosh, at its option, will (1) repair the Door, (2) replace the Door with an identical unit, or (3) refund the purchase price of the Door. The remedies set forth in this section and elected by Oshkosh shall be the Customer’s sole and exclusive remedy for any breach of Warranty.

Notwithstanding the foregoing, if the Door became defective after installation, Oshkosh, at its option, will pay reasonable expenses for removing, re-hanging, and refinishing the Door. Such removal, re-hanging, and refinishing shall be performed only after the express written approval of an Oshkosh corporate officer of the cost of such work. If the defect for which the Warranty Claim is being made was visible and apparent prior to hanging, Oshkosh shall not be liable for such costs of removing, re-hanging, and refinishing the Door.

LIMITATION OF LIABILITY.

OSHKOSH SHALL HAVE NO LIABILITY UNDER THIS WARRANTY UNTIL THE PURCHASE PRICE FOR THE DOOR SUBJECT TO THE CLAIM HAS BEEN PAID IN FULL TO OSHKOSH.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OSHKOSH BE LIABLE FOR: (A) CLAIMS NOT REPORTED WITHIN THE APPLICABLE WARRANTY PERIOD, (B) ANY LOSS OF USE, REVENUE, OR PROFIT, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, OR (C) ANY COSTS INCURRED FROM FINISHING OR HANGING A DOOR THAT CUSTOMER KNEW TO BE DEFECTIVE.

IN NO EVENT SHALL OSHKOSH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED THE TOTAL OF THE AMOUNTS PAID TO OSHKOSH FOR THE DOOR.

CONDITIONS, EXCLUSIONS, AND EXCEPTIONS.

1. Customer must inspect each Door prior to installation. Failure to inspect Door prior to installation shall void Warranty as to such Door.
2. Failure to handle, store, finish, install, or maintain a Door in strict compliance with the Oshkosh Door Company Storage, Handling and Installation Instructions shall result in the Warranty being void as to such Door.
3. This Warranty does not cover any damage due to transportation, storage, improper use, failure to follow the product instructions or perform any preventative maintenance, modifications, unauthorized repair, normal wear and tear, or external causes such as accidents, abuse, abnormal conditions of temperature or moisture, negligence, or other actions or events beyond Oshkosh's reasonable control.
4. Installation of pre-finished doors shall constitute the Customer's acceptance of the door finish (or lack thereof) as-is.
5. Oshkosh expressly disclaims any warranty of the appearance of field-finished doors or factory-primed doors. Natural variations in the color, grain, and/or texture of wood are not defects under this Warranty.
6. This Warranty does not include or cover:
 - a. Any defects created by failure to follow handling, job finishing, and installation instructions;
 - b. Normal wear and tear including without limitation wear through of the finish and/or doors deteriorating for reasons other than material and workmanship of the door itself;
 - c. Doors that have been altered;
 - d. Door accessories supplied by Oshkosh;
 - e. Doors stored longer than 6 months;
 - f. Doors shipped outside the continental 48 states or to areas that subject the Doors to abnormal heat or humidity;
 - g. Doors subjected to humidity levels less than 25% or more than 55%;
 - h. Fading or darkening of door veneer or finishes due to exposure to ultraviolet light;
 - i. Repairs or replacements made without prior written consent from manufacturer;
 - j. Any delamination caused by failure to protect and seal all exposed surfaces of the door and the continued proper maintenance of these surfaces;
 - k. The appearance of high gloss plastic, paint, or transparent finished doors;

- l. Cracking of laminate around light openings cut by others;
- m. Flush doors with cutouts for lights and/or louvers, nearer than 5" to any edge of the door;
- n. Flush doors with cutout areas exceeding 45% of the area of the face of the door or exceeding the lesser of 54" in total height or 2/3rds of door height except GT series;
- o. Any door having less than 5" between cutouts for lights, unit locks, closers and/or other hardware cutouts, except GT series which only requires a 2" minimum distance between;
- p. Interior GT series door over 9'0" with full glass cutouts;
- q. Doors 7'6" and under with less than 3 hinges or pivots;
- r. Doors over 7'6" with less than 4 hinges or pivots;
- s. Doors with hardware that are not compatible with a particular door construction. Surface closers used as stops without thru-bolts. Doors with concealed closers, stops, or holders deeper than 2" or wider than 1 1/4", or any machined pocket that leaves less than 1/4" thick cavity wall;
- t. Door face breakage or flare out on either side of automatic flushbolt preps, when installed without supplied reinforcement caps;
- u. Defect due to hardware being installed with self-tapping screws or combination metal/wood screws (all hardware must be attached with appropriate length and size thread-to-head wood screws or through bolts);
- v. Defect due to not drilling or drilling improper size pilot holes;
- w. Acoustical doors requiring mortise hardware other than standard locks and hinges; and/or
- x. Doors with parallel arm mounted closers require SCL blocking unless through bolted on.
- y. Doors with any form of routs/grooves/kerfs on the face which penetrate beyond the crossbanding as noted in factory's limitations or doors with routs/grooves/kerfs creating an unbalanced construction.

TOLERANCES. Any of the following shall not be considered a defect in the Door under the Warranty:

1. Size tolerance: Door varies a nominal thickness up to $\pm 1/16"$, height and width up to $\pm 1/16"$, and pre-fit width up to $\pm 1/32"$ of the specified size;
2. Squareness tolerance: Door's diagonal measurement difference does not exceed $1/8"$;
3. Factory hardware preparation cut out tolerance: a plus $1/32"$ minus $0"$ difference allowed for all hardware preps;
4. Stile, rail and core show-through (telegraphing) on flush doors unless the faces of the door vary from a true plane more than $1/100"$ in any 3" span;
5. Warp unless it exceeds $1/4"$ in the plane of the Door itself;
 - a. "Warp" is any distortion in the door itself and does not refer to the relationship of the door to the frame or jamb in which it is hung. The term "warp" shall include bow, cup and twist. In measuring the amount of warp present in a door, the following method shall be used; bow, cup and twist shall be measured by placing a straight edge, taut wire or string on the suspected concave face of the door at any angle (i.e., horizontally, vertically, diagonally) with the door in its installed position. The measurement of the bow, cup and twist shall be made at the point of maximum distance between the bottom of the straight edge, taut wire or string and the face of the door.
6. Notwithstanding the foregoing, Warp for any of the following:
 - a. Any door that is (i) $1-3/8"$ thick and (ii) wider than 3'0" or higher than 7'0";
 - b. Any door with face veneers of different species on each side;
 - c. Any door that is hung improperly or does not swing freely (including without limitation a door that is binding on hinges or dragging on frame or threshold);
 - d. Any door that has different finish options on each side; or
 - e. Any door that is not hung with equivalent climate control of temperature and humidity on both sides of the door.

7. OSHKOSH shall have the option to allow any warped or telegraphing doors to “hang” one (1) full year after date of claim, in order that they may “acclimate” to their interior environment.

MISCELLANEOUS. This Warranty is subject to the following additional provisions:

1. **Applicability.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.”
2. **Governing Law.** All matters arising out of or relating to this Warranty shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provisions that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.
3. **Venue.** Any legal suit, action or proceeding arising out of or relating to this Warranty shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in the City of Oshkosh and County of Winnebago, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
4. **Severability.** If any term or provision of this Warranty is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
5. **Acceptance.** Purchase of a Door by Customer shall constitute acceptance of the terms of this Warranty.

Purchase Information

Customer _____
Name of Installation _____
Address _____
City _____ State _____ Zip _____
Order No. _____ Date Shipped _____
Date Installed _____ By _____
Type of Door _____ No. of Doors _____
By _____

Oshkosh Door Company
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Project Name _____
Location _____
Date _____ Job # _____ Page ___ of ___