

# TRAC-RITE DOOR, INC.

## 3-YEAR PARTS and 40/30-YEAR PAINT LIMITED WARRANTIES

### **3-YEAR LIMITED PARTS WARRANTY**

Trac-Rite Door, Inc. (Trac-Rite) warrants the materials to be free from defects in workmanship under normal use and service for a period of three years from the date of last shipment, reasonable wear and tear excepted. Trac-Rite is not responsible for damage caused by atmospheric conditions, acts of God or uses that exceed the normal intended application for the product. **Remedy for Limited Parts Warranty: Trac-Rite will replace or restore on-site any materials showing failure and will assume the cost of materials only for repair or replacement.** Trac-Rite, in its discretion alone, shall determine the method to be used for restoration of the material involved.

### **Paint Limited Warranty**

This pass-through limited warranty from Trac-Rite coil coating suppliers applies to **all standard colors offered on Trac-Rite door panels (with the color exclusions referenced below) (the "PAINTED MATERIALS")** installed in North America and Mexico.

### **40-YEAR FILM INTEGRITY:**

A. For forty (40) years from the original date of shipment, painted materials will not peel, flake, or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered a normal condition. Such crazing or cracking shall not constitute a basis for complaint under this limited warranty.

### **30-YEAR COLOR CHANGE AND CHALK WARRANTY:**

A. For thirty (30) years from the original date of shipment, vertically mounted panels of painted materials will not change color more than five (5)  $\Delta E$  (delta E) Hunter units and horizontally mounted panels will not change more than seven (7)  $\Delta E$  (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces per ASTM D 3964.

B. For thirty (30) years from the original date of shipment, vertically mounted panels of painted materials will not chalk more than a number eight (8) rating and horizontally mounted panels of painted materials will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

### **EXCEPTIONS:**

This warranty shall be subject to the following conditions, limitations and exclusions:

- A. The Garnet Red color will have a 25 year film integrity and 20 year color change and chalk warranty.
- B. Slight crazing or cracking of the paint may occur along roll-formed edges or break bends at the time the painted material is fabricated and is considered a normal condition. Such crazing or cracking, and potential rust resulting from this condition shall not constitute a basis for claim under this limited warranty.
- C. Corrosion or rusting of the substrate at cut edges of the painted material is considered a normal condition and is not a basis for claim under this limited warranty.
- D. Painted materials which have suffered scratches, abrasion or other damage caused by falling objects, external forces, fire, ash, radiation, harmful gases, salt, salt water atmosphere or standing water due to providing inadequate slope for drainage, are not covered under this limited warranty.
- E. Damage caused by failure to remove debris or other accumulations of foreign substances from the painted panel surfaces are not covered under this limited warranty.
- F. Damage caused by alterations, improper storage or handling of the material, including but not limited to damage caused by condensation between stored panels are not covered under this limited warranty.
- G. Use of the material in a manner it is not intended for will void this limited warranty.
- H. Failure of the substrate on which the paint is applied does not constitute a basis for claim under this limited warranty.
- I. Failure to install the product in accordance with Trac-Rite installation instructions for the opening type.

**REMEDY FOR LIMITED PAINT WARRANTY:** In the event of a claim under these limited warranties, the original owner must demonstrate to the satisfaction of Trac-Rite that the failure was due to a breach of these limited warranties. If such breach is established, Trac-Rite will paint, replace or otherwise restore on-site such PAINTED MATERIALS showing such failure and will assume the **FULL COST OF LABOR AND MATERIAL** required for such repainting, replacement or restoration. The decision of whether to replace or refinish in order to remedy an accepted claim will be made at the sole discretion of Trac-Rite. The replaced or refinished portion shall be deemed to have been coated on the date of the original shipment of the materials by Trac-Rite to the original owner and the duration of these limited warranties shall not be extended beyond that date.

For purposes hereof, the term **Original Owner** shall be the party with his or her name expressly set forth on the original bill of sale.

### **OTHER TERMS:**

- A. **Trac-Rite makes no guarantees, either express or implied other than as stated herein, including, without limitation, warranties of fitness and merchantability or fitness for any purpose. Trac-Rite shall not be responsible for any indirect or consequential damages or any loss of any kind whatsoever.**
- B. These limited warranties are not transferable or assignable by the **Original Owner** to any other party and shall not apply to any failure or defect that occurs after the sale or transfer of a door purchased from **Trac-Rite** by the **Original Owner**.
- C. These limited warranties shall be interpreted and enforced in accordance with the laws of the State of Wisconsin, U.S.A., which shall have exclusive jurisdiction and venue over the enforcement of these limited warranties.
- D. The supplier of the panel of the paint coating applied to the Trac-Rite panels and the applicator of the paint coating have made certain warranties to Trac-Rite which are same (or substantially similar) to the warranties made by Trac-Rite under this warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to Trac-Rite.
- E. **Claims under these limited warranties must be promptly reported in writing to Trac-Rite during the limited warranty period and not more than 30 days after detection of any apparent defects, delivered by Registered or Certified Mail and a copy of the original bill of sale showing the date of the purchase. Trac-Rite shall be given a reasonable opportunity to inspect the PAINTED MATERIALS claimed to be non-conforming.**

