

1050 Northbrook Parkway Suwanee, GA 30024 678.455.5188 Evermark-LNL.com

## 1-Year Limited Warranty on Wood Doors

Evermark, LLC (also referred herein as Evermark or Manufacturer) warrants, subject to the conditions and restrictions contained below, that each red oak bi-fold door, or red oak door slab, produced by Evermark, LLC, shall comply with WDMA Industry Standard I.S. 6.91 Series when such door, or door part is manufactured and shall be free from defects in materials and workmanship for a period of one (1) year from the date of original purchase by the end user and owner of the structure. The products will be free of defects in material and workmanship which cause mold, corrosion delamination, separation of the primer from the wood base resulting in improper paint adhesion or excessive swelling from moisture, when installed according to Evermark's installation instructions including but not limited to proper storage, handling, installation, and maintenance.

Should a door manufactured by Evermark, LLC fail to uphold this written warranty, Evermark, LLC will, at its sole option, either repair the defective part, ship a replacement part to the person making the warranty claim, or refund the original purchase price paid to the person making the warranty claim, less any shipping and handling charges incurred by the original owner and end user making the warranty claim.

## **Conditions of Warranty**

This warranty shall not apply to (i) normal wear and tear, and natural weathering of surfaces, (ii) problems due to misuse or abuse, improper handling or storage, failure to follow the care and maintenance instructions available at <a href="www.Evermark-Inl.com">www.Evermark-Inl.com</a> or by written request, including, but not limited to the end sealing of all field cuts with an approved sealer and finish coat covering all six (6) surfaces prior to final installation, or as a result of any cause beyond our reasonable control (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control), (iii) wood decay for any wood components that come in direct contact with soil, (iv) damage or poor product performance resulting from installation into a condition that exceeds product design standards for trim and siding applications, as applicable for the respective product, and/or does not comply with applicable building codes, (v)

Products that have been subject to misuse, alteration, neglect, improper handling or storage or accident, (vi) Products installed in direct contact with wet cement, soil or other moist materials or has been submerged in water, or (vii) Products otherwise improperly installed or maintained, or (viii) finish coats of paint applied to the Products, which shall be subject to any paint manufacturer's warranty.

Claims made under this Limited Warranty must be made in writing and with the original purchase receipt or invoice from retailer if purchased directly by the end user or in such case, the Evermark authorized distributor if purchased from a retail location that said distributor services with the manufacturer's product such as but not limited to a building supply store, lumber yard, or other merchant and made within the two (2) year period of warranty coverage and prior to the beginning of any repair work to:

Evermark, LLC Attn: Warranty Claims 1050 Northbrook Parkway Suwanee, GA 30024

Phone: 678-455-5188 Fax: 678-455-5190

Claims must include the date and location of purchase, the nature of the problem, and the name, address, and telephone number of the person(s) making the warranty claim. Evermark, LLC reserves the right to have any door 1 Year Limited Warranty and subject of the warranty claim to be field-inspected by an Evermark, LLC representative. Evermark, LLC must be given at least a thirty (30) day opportunity to conduct this inspection.

IN NO EVENT, SHALL EVERMARK, LLC PAY OR REIMBURSE FOR LABOR, INSTALLATION, DEMOLITION, OR FINISHING OF THE REPLACEMENT PART, OR THE ORIGINAL PART, OR FOR ANY OTHER COST RELATING TO THE REPLACEMENT OF THE PART, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE PERSON MAKING THE WARRANTY CLAIM.

## LIMITATIONS AND EXCLUSIONS:

THIS WARRANTY DETAILS EVERMARK, LLC'S MAXIMUM LIABILITY FOR ITS DOORS, DOOR FRAMES, DOOR JAMBS, TRIM, OR OTHER DOOR COMPONENT MANUFACTURED BY EVERMARK, LLC. EVERMARK, LLC MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPONSE TO ITS DOORS EXCEPT AS IT IS SET FORTH ABOVE. THIS LIMITED WARRANTY CANNOT BE MODIFIED BY ANY DISTRIBUTOR, RETAILER, DEALER, OR EVERMARK REPRESENTATIVE. IN NO INSTANCE SHALL EVERMARK BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

This warranty confers specific legal rights, but you may also have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of implied warranties or of incidental or consequential damages, so the limitation or exclusion may not apply to you. IN SUCH CASE, THE DURATION OF ANY IMPLIED WARRANTY SHALL BE THE SAME AS THAT OF THE EXPRESSED WARRANTY STATED HEREIN.

Evermark\*Warranty Information
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This warranty is effective for all products manufactured or sold after September 2004