

Metro Steel Door Assemblies – 10 Year Warranty

Metro Steel Doors doing business under ITZ IRON DOORS, LLC warrants our steel window and door products to be free from defects in material and workmanship for a period of 10 years. The warranty period commences the day the product is delivered to the customer's location or building site and shall remain in effect for 10 years from that date. Only windows and doors that are being used under normal conditions and the way they were originally intended to be used will be covered.

All Metro Steel Doors & Windows are hand built, specifically for each home. As with any custom, handcrafted, non-production product, minor color variances and fabrication imperfections are to be considered part of the uniqueness and character of our windows and doors and not a defect. The limited warranty does not cover minor imperfections, cosmetic details, variations or discoloration in the metal and or finish does not affect the products structural integrity.

Should Metro Steel Doors determine any of its products to have defective materials or workmanship within the covered warranty period, it shall, at its own discretion, choose to:

- 1) repair the defective component at no charge
- 2) replace the defective component at no charge
- 3) refund the cost of the defective component.

Replacement components will be manufactured to match the original components as closely as possible but may vary slightly in color and construction due to the custom handcrafted nature of our products.

The following are not covered under this warranty:

- 1) Glass- the insulated glass seal is warranted for two (2) years from the date of sale by either a Metro Steel sales representative, or its authorized dealer. If Metro Steel is given notice of a glass defect occurring within two (2) years from the date of sale either by a Metro Steel sales representative, or its authorized dealer. Metro Steel shall, at its option re pair or ship replacement glass.
- 2) Weather- stripping – this is a wear item that may require regular maintenance depending on use.
- 3) Hardware – See the manufacturer's warranty.
- 4) Components or accessories not manufactured by Metro Steel Doors.

Factory Applied Paint Finish – 5-year warranty NON-COSTAL AREA

Metro Steel Doors warrants our factory applied finish to be free from defects for a period up to five (5) from date of delivery to the user only in non-coastal areas. Should the factory pre-finish be proven defective, we will at our discretion refinish the product or pay up to \$200.00 to the current owner. Metro Steel Doors factory paint finish is one of the best in the industry. Loss of gloss retention due to sunlight and the elements is not considered a defect and will occur over time. The occurrence of rust is always possible and may not be avoided. The customer must maintain there products with proper maintence. Please follow proper maintenance provided by Metro Steel manuals. Not following proper maintenance may void the warranty.

THE FOLLOWING CONDITIONS ARE NOT COVERED UNDER THIS WARRANTY:

- 1) Minor blemishes or variations in factory finish
- 2) Minor fabrication imperfections due to hand crafting
- 3) Damage in finish caused by any other party other than Metro Steel Doors
- 4) Damage to windows and doors caused by improper installation

- 5) Damage to residence caused by leaking due to improperly installed window or doors
- 6) Damage to windows and doors caused by settling or moving to the structure
- 7) Adjustments in doors and windows needed to accommodate movement in the walls of foundation
- 8) Damage caused by natural occurrences such as hurricanes, tornadoes, tropical storms, other natural causes or acts of GOD
- 9) Any Corrosion from salt air or coastal areas with high saline content including estuary, lagoon, Ocean & bays. Coastal area are in area within 20 mile of any coast. Areas of High Humidity and near swimming pools are not covered for corrosion. Corrosion includes both degrading affects to steel and paint.
- 10) Natural wear and tear due to normal use
- 11) Normal fading or discoloration over time
- 12) Damage caused by neglect or lack of continual and proper maintenance
- 13) Failure to promptly and properly touch-up or repair
- 14) Damaged caused by sprinklers
- 15) Doors or windows used in a shower or bath area (excludes bathroom and entry doors)
- 16) Damage caused by tape (masking, painters, blue tape) that has been applied to our product for any reason
- 17) Products that exceed their limitation in cold weather
- 18) Environments that create condensation inside and or damage to the product or house
- 19) Any product that has not been paid in full
- 20) All operable doors, bi-folds, pivots and sliding doors should have an overhang $\frac{1}{2}$ the distance of the height of the door and transom

Builder shall be responsible for protecting any all windows and doors installed by Metro Steel Doors at all times. Any damage whatsoever after installation shall be borne and sustained by Builder and or affiliates. Builder shall at it own expense promptly pay for repair or replace damage to the work of others. Metro Steel doors is not responsible for damage caused by others.

Caustic Environments

Caustic chemicals like stucco, concrete, salt, brick wash, acid, etc, must not be allowed to build or stay on the product for any period of time including during the construction phase

NOTICE TO CUSTOMER

It is the responsibility of the homeowner in caring for and maintaining Metro Steel products. You may be required to perform periodic maintenance in order to keep your Metro Steel product in good condition and appearance. Periodic maintenance is not part of your Metro Steel Windows warranty. Environmental conditions in your area such as coastal applications, and overhang protections will dictate how much maintenance your products will require. Maintenance may include restoring exterior finish, paint, addressing any and all rust and lubrication hinges.

INSPECTION AND CLAIMS: CUSTOMER shall immediately inspect all Goods upon receipt and, if found improper, short or damaged, shall immediately file a claim with the carrier and provide written notice to Metro Steel Doors, within 5 days of receipt, Metro Steel Doors shall have the option, in its sole discretion, to repair or replace the Goods or credit Customer for any such Goods for which Metro Steel Doors is responsible. Failure by CUSTOMER to provide notice shall constitute a waiver by CUSTOMER of any claim. THE REMEDIES SET FORTH IN THIS SECTION 8 ARE CUSTOMER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING GOODS.

ACCEPTANCE OF NONCONFORMING GOODS: If CUSTOMER accepts any non-conforming Goods, METRO STEEL DOORS shall not be responsible for and additional cost incurred in the connection with installation of such non-conforming GOODS, including but not limited to any cost related

to delays in construction, retrofitting openings, multiple visits for installation or otherwise, regardless of whether METRO STEEL DOORS has been advised of the possibility of such costs.

DISCLAIMER OF WARRANTIES: EXCEPT FOR EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ORDER, (A) NEITHER METRO STEEL DOORS NOR ANY PERSON ON METRO STEEL DOORS BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TREAD OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY METRO STEEL DOORS, OR ANY OTHER PERSONS ON METRO STEEL DOORS BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS ORDER. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED IN THE APPLICABLE LIMITED WARRANTY.

LIMITATION OF LIABILITY: IN NO EVENT SHALL METRO STEEL DOORS OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES. LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO AND BREACH OF THE ORDER, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT METRO STEEL DOORS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL METRO STEEL DOORS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO METRO STEEL DOORS PURSUANT TO THE ORDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COST, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY METRO STEEL DOORS, BY WAY OF TEINACAL ADVISE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

SIGNATURE _____ **DATE** _____