

STANDARD LIMITED WARRANTY

PORTE USA, LLC warrants that all its products manufactured and provided by PORTE USA are free from defect in material and workmanship (excluding installation) for a period of one (1) year from the date of delivery to the original purchaser and will repair or replace any defective product or parts at PORTE USA's sole discretion.

Notice Provision:

The original purchaser shall notify PORTE USA in writing promptly upon discovery of facts giving rise to any claim under this warranty, stating specifically the nature of the claim, the date of discovery of same, identifying the product involved, and providing photographic evidence of the condition of the doors. Inspection of goods must be made upon receipt and any claim must be received by PORTE USA within thirty (30) days of receipt or discovery of the defect. Failure to notify PORTE USA within thirty (30) days after discovery of facts giving rise to the claim shall fully and completely relieve PORTE USA from any obligation under this warranty.

This Limited Warranty sets forth PORTE USA maximum liability for its iron products. PORTE USA makes no other warranty, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to its products except as set forth above. No distributor, dealer or representative has the authority to change or modify this Limited Warranty. In no instance shall PORTE USA be responsible for indirect, consequential or incidental damages. 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. PORTE USA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME FOR IT, ANY OTHER LIABILITY.

(This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.)

- (a) If our products should prove to be defective, our only responsibility will be to either repair or replace the defective item(s), and we will have no liability or obligation for any damages of any kind beyond such repair or replacement.
- (b) Our obligation to repair or replace any defective item terminates one (1) year after the product has been delivered by PORTE USA to the customer, and also terminates at any time anyone other than our company performs any work of repair, service, or replacement on the item without our prior written consent
- (c) The limited warranty also covers glass panels for one (1) year. PORTE USA warrants the glass from fogging as a result of normal operation for a period of one (1) year. ***Scratches and other damages on glass or door finish as a result of pets or foreign objects or***

chemicals are not covered under this warranty. PORTE USA insulated glass units will be warranted against seal failure only if installed in the unit by PORTE USA. Flaws in the glass will follow the “eleven-foot rule” This means that “A blemish shall not be detectable at a distance greater than eleven feet, when looking at the glass perpendicular to it using daylight or with background light suitable for observations of the blemishes.

- (d) We ask you to keep in mind that exposure to natural elements and frequent use is expected to cause PORTE USA’s products purchased and ordered to naturally age. Any damages or changes to the products brought on by frequent use or exposure to the elements is considered an organic process that cannot be prevented, and it is not thought to be a defect covered.
- (e) All products by PORTE USA are considered “one of a kind”. PORTE USA’s products are hand forged and individually finished in our factory. Minor differences in these products are normal and to be expected to achieve the “hand forged” look, and since each product is handcrafted, they may contain variations in color design, finish and overall appearance from any samples presented. Some designs may dictate that slight variances occur to preserve strength and rhythm of the design, depending upon the configuration of the door, gate, window, garage door, insert or any other product built by PORTE USA.
- (f) Paint finishes will naturally age relative to exposure to natural elements and is therefore not covered by any warranty either implied or expressed. Due to frequency of use, in time, the finish may rub off in certain places. ***This however, for purpose of warranty is not considered a defect but a natural process that, over time, enhances the overall appearance and beauty of the metal.***
- (g) **Force Majeure:** Which includes but is not limited to, acts of governments, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning, war, means any event that is beyond the Party's reasonable control and cannot be prevented with reasonable care. Damage caused by acid rain, salt spray, or other corrosive elements; problems caused by high humidity (condensation and frost); discoloration of non-visible parts; wood rot due to improper maintenance or installation; or problems due to water leakage which is not the fault of the PORTE USA product.
- (h) The limited warranty fully covers any and all damage to door during installation provided that installation is completed by PORTE USA. In the event that an unrelated party is chosen for installation, damage during this operation is not covered under this warranty. Provided that installation is done correctly by an unrelated party, the standard warranty of one (1) year, covering manufacturers’ defects (as stated above) begins at the date of installation. In the event of any claims regarding manufacturers’ defects immediately following installation by an unrelated party must be inspected and approved by PORTE USA. All warranties are null and void if installation is found by PORTE USA to be faulty in workmanship, in its sole discretion.
- (i) It is reasonable to expect some scratching or scuff marks as a result of handling during installation process or shipping this is not considered a manufacturers’ defect.
- (j) In no case does this limited warranty cover the costs of labor required to finish, replace product, elaborate or install trim or other carpentry work that may be required. Replacement parts or products will be the closest equivalent to current product and may not exactly match the original. Parts will be provided at PORTE USA’s sole discretion and may or may not include shipping charges. The warranty on any replacement product will extend for the balance of the original warranty period.
- (k) All Iron door products exposed to below freezing climates may sweat on the interior of the door depending on the humidity level in the home. This is not considered to be a defect with the door, and will not harm the door.

(l) **WHERE TO SEND CLAIMS:** Under this Limited Warranty claims must be made in writing within the period of this warranty and prior to the beginning of any repair work to:

(i) Customer Services, PORTE USA 1300 W Anderson Lane, Austin, TX 78757.

(ii) Claims must detail the date and location of purchase, THE NATURE OF THE PROBLEM, and the name, address and telephone number of the person making the claim. PORTE USA reserves the right and must be given at least a thirty (30) day opportunity to have any door which is the subject of a warranty claim field inspected by a PORTE USA representative. THIS LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OF PRODUCTS OR TO THE ORIGINAL PURCHASER OF THE STRUCTURE INTO WHICH SUCH PRODUCTS ARE INSTALLED.

(m) IN NO EVENT SHALL PORTE USA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER UNDER THEORIES OF TORT, STRICT LIABILITY, CONTRACT, WARRANTY OR OTHERWISE). The client agrees to indemnify and hold PORTE USA and its affiliates harmless from and against any and all liability, claims, losses, costs, and expenses including but not limited to attorneys' fees that rise from the client's violation or breach of these Terms and Conditions, arising from the client's violation of any third party's rights such as trademark, copyright, proprietary and privacy rights, or regulation or ordinance. This indemnification and hold harmless obligation will survive the termination of these Terms and Conditions.

(n) All warranty returns must have PORTE USA's authorization before the product(s) are shipped back. PORTE USA requires that any return be given prior authorization by PORTE USA. A PORTE USA Limited Warranty does not cover product that has been rendered unusable due to damage or mishandling. A significant percentage of the items returned to PORTE USA for warranty claim is product that has been damaged or mishandled after shipment. PORTE USA will not recognize such situations as legitimate claims covered under this warranty. Please be aware that any credit due for defective product is not processed and issued until the defective item has been returned to PORTE USA. Any required replacement product is invoiced at the regular unit price as it is shipped. All items returned must be packaged in order to ensure that credit due is processed efficiently, and to protect against any further unnecessary damage to the product. Proper packaging includes an adequate pallet, proper top and edge protective covering, and items preferably stood on edge. Items not given adequate packaging protection during return shipment may void the warranty. PORTE USA supports our customers with a warranty that covers defective conditions based on industry standards of acceptability. We take a fair and objective view of any warranty situation, but it is important to understand that a warranty does not cover any and all problems that may occur. We urge you to call if you have questions or need further clarification on our warranty conditions or relating to any specific situation that you may encounter. We can require that an inspection be made by one of our employees prior to adjustment or replacement

(o) All items purchased from PORTE USA are made in accordance with a shipment contract. This means that the risk of loss and title for such items pass to you upon tender of the item to the carrier. If you have any questions regarding the terms and conditions specified above, get in touch with us by sending us an email. We welcome any questions or concerns that may arise.

WARRANTY EXCLUSIONS:

(a) Non-PORTE USA's products or other brands; (i.e. pull-handles, or items added to the unit after the sale); products that have not been paid for in full at the time of completion and finish out; problems caused by improper storage, handling, installation, finishing, use, modification, or maintenance. Locksets, hardware and other door components are covered under the conditions of the separate hardware warranties. All product finishes may age relative to exposure. The finish is warranted against flaking or peeling from normal wear and tear. Doors may be cleaned with a mild soap and water mixture, as cleaning with harsh chemicals including ammonia-based products (e.g. glass cleaner) may damage the finish. Doors installed in corrosive environments, considered as any area within two miles of a coastline, are only covered for a period of twelve (12) months under this limited warranty and must be ordered for coastal application and manufactured for such, as specified by PORTE USA. Coastal door hinges require oil on an annual basis.

(b) Damages incurred during shipping are not considered a product defect and therefore are not covered under warranty. Shipping damages must be claimed with the shipper within their specified time limit (typically 3 calendar days). Including glass breakage or shattering for any reason (Insulated Glass is covered by warranty provided by glass manufacturer.) Products subjected to conditions outside their design limitations; minor imperfections in the metal that do not affect the product's structural integrity; minor variations in finish color; normal wear or discoloration of finish. PORTE USA does not consider this to be a defect, but rather a normal process, and over time enhances the naturally aging appearance of the metal and finish); finish problems caused by mechanical damage or abrasion.

(c) Condensation on doors or windows or any related water damage, which may occur as a result of humidity within the property or changes in the interior/exterior temperatures are not covered under this warranty. Peeling paint or any other damages caused by condensation or improper ventilation are also not covered under this warranty. Water damage caused by spraying the door/window with a pressurized hose is not the responsibility of PORTE USA and as such is not covered under this warranty.