

**PrismaGuard™ STAIN AND PAINT Finish**  
**Distributor - Applied on**  
**Doors, Sidelites, Transoms, and other Genuine Therma-Tru Components**  
**Rider to**  
**Therma-Tru Fiberglass and Steel Door Systems Limited Warranty**

**LIMITED WARRANTY RIDER**  
**For Purchases Made On or After December 1, 2015**

This RIDER (“Rider”) supplements the Therma-Tru® Fiberglass and Steel Door Systems Limited Warranty of Therma-Tru Corp (“Seller” or “Therma-Tru”) in effect on the purchase date (“Limited Warranty”) and provides coverage to the Warranty Holder for non-conformities in select stain and paint finishes available through certain distributors (“Finish Feature”) of the door slab, sidelite, transom, and other genuine Therma-Tru components of a Therma-Tru fiberglass or steel door system (“Product”).

Except as modified by this Rider, all terms of the Limited Warranty remain in full force and effect. Capitalized terms in this Rider have the same meaning as set forth in the Limited Warranty. FOR A COPY OF THE LIMITED WARRANTY, contact an authorized Therma-Tru dealer, or contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 1-800-537-5322, or visit Therma-Tru’s website at [www.thermatru.com](http://www.thermatru.com)

**1. WHAT PRODUCTS THIS RIDER COVERS AND WARRANTY PERIOD**

PrismaGuard™ stain and paint finish feature available through certain distributors (“Finish Feature”) of a Therma-Tru fiberglass or steel door system, including the door slab, sidelite, transom and other genuine Therma-Tru components thereof such as, applied or inserted panels, astragal, dentil shelf, simulated divided lites, wood grilles, rot-resistant jambs, rot-resistant mullions, rot-resistant brick mould, and also for purposes of this Rider, Therma-Tru primed pine and oak jambs, mullions and brickmould (“Product”), purchased on or after December 1, 2015 and originally installed and remaining in its original installation position in Canada or the United States (excepting only if previously removed by an authorized distributor in conjunction with warranty coverage under this Rider). A genuine Finish Feature on a Product can be identified by information on the top or hinge side of the door slab which is affixed by and identifies the third party distributor that applied the Finish Feature.

*Subject to the limitations and exclusions set forth in the Limited Warranty and this Rider, the Finish Feature of Products described in above, when properly applied by the distributor, is warranted by Therma-Tru against peeling, flaking, blistering, chalking, and checking from the date of purchase and continuing for a period of 10 years for the original Residential Warranty Holder and 3 years for a Commercial/Multi-Resident Warranty Holder (“Rider Warranty Period”) and is subject to transferability limitations set forth in the Limited Warranty.*

**2. WHAT THIS RIDER DOES NOT COVER AND WHEN THIS RIDER MAY BE VOID**

The provisions of Section 2 of the Limited Warranty “WHAT THIS LIMITED WARRANTY DOES NOT COVER” apply to the Finish Feature of this Rider. Without limiting the foregoing, however, this Rider does not include non-conformities or damage to the Finish Feature attributable to or arising from:

- **ANY PAINTING, STAINING, OR OTHER ALTERATION OF THE FINISH FEATURE by other than the Distributor that applied the FINISH FEATURE, or a designee of Therma-Tru (excepting only properly performed minor repair or touch-up by the Warranty Holder using a Finish Feature touch-up pen provided by Therma-Tru or a designee of Therma-Tru).**
- Maintenance inconsistent with the Care and Maintenance recommendations of Therma-Tru that are generally available in Therma-Tru’s product manuals as updated by bulletins or other written communications.
- Minor scratches or minor visual imperfections outside the standard manufacturing and quality specification parameters.
- Improper re-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations.
- Damages aggravated or worsened because of a failure by the Warranty Holder or its agents to timely take reasonable actions to mitigate any alleged damages promptly and during the Warranty Period.
- Harsh natural environmental conditions, including by example, from substantial exposure to sun, salt spray, or airborne pollutants, or other harsh conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or caused by domestic or wild animals.
- Damage to the door slab (such as rotting, splitting, warping, swelling, or other adverse condition) and/or Finish Feature attributed to or arising from a frame system, unless the frame system is a genuine Therma-Tru rot-resistant component part (Therma-Tru Primed Pine or Therma-Tru Oak jambs, mullions and brickmould are not rot-resistant components). Use of a non-Therma-Tru frame system by the Warranty Holder (or its door system distributor, builder, installer, contractor, or other agent) will not automatically void this Limited Warranty Rider. However, while Therma-Tru recommends the use of a rot-resistant or rot-free frame, Therma-Tru does NOT warranty the performance or integrity of any third party frame product (even if the manufacturer claims that its frame product is rot-resistant or rot-free), and therefore, the Limited Warranty and this Rider will not apply to Product or Finish Feature non-conformities or damages attributed to or arising from the rotting, splitting, warping, swelling or any other condition of a third party frame product.
- Labor for removing or re-installing the Product or components whose Finish Feature is affected, and the costs and labor for removing, installing, recoating, and replacing other materials or components that are not covered by this Rider but are removed, reinstalled, recoated, or replaced in conjunction with the Product or component whose Finish Feature is affected and covered by this Rider.
- Fading, discoloration, or color change of the Finish Feature that equals or is less than 5 Delta E units, calculated in accordance with ASTM E 308E 805-81, and ASTM D 2244-85, effective on the date the product is manufactured, and which covers less than a material portion of the exterior of the door slab component. Color change will be measured on an exposed color surface of the door slab that has been properly maintained and cleaned of soils, and the corresponding values measured on the original or unexposed color surface. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the door slab component are not equally exposed to the sun and other environmental conditions.
- Products not installed in the USA or Canada.

**3. THIS RIDER’S EXCLUSIVE REMEDY**

If the Finish Feature fails to meet the Limited Warranty Rider, the Warranty Holder’s exclusive remedy for the Finish Feature, and Therma-Tru’s sole obligation to the Warranty Holder for the Finish Feature failure, is either (as Therma-Tru elects):

- Repair or reapply the Finish Feature (color and graining matching not guaranteed) on the Warranty Holder's affected Product or component (or to replacement component(s) if Therma-Tru elects) utilizing the services of the same distributor that originally applied the Finish Feature or a designee of Therma-Tru, and pay such distributor or designee an amount which Therma-Tru determines to be reasonable based on the nature of the damage, labor, efforts and costs for the repair and reapplication of the Finish Feature to the affected Product and components (or replacement components); or
- Refund the Warranty Holder's purchase price (the lesser of the original door slab or sidelite Product/component purchase price or the original computed list price). NOTE:

Repaired or replaced Finish Feature on Products and components is warranted only on the same terms and only for the remainder of the Rider Warranty Period of the original Finish Feature. Therma-Tru reserves the right to discontinue or change any Finish Feature, Product, or components. If the Finish Feature, Product, or component is not available, Therma-Tru may select and provide a replacement Finish Feature, Product, or component of equal quality and price. This is the Warranty Holder's sole and exclusive remedy for the Finish Feature under this Rider and the Limited Warranty. By example but not limitation, this Rider and the Limited Warranty does not cover any of the following: (i) labor and expenses for removing, refinishing or reinstalling other door system components (including but not limited to jambs, sills, rain guards or deflectors, door bottom sweeps, mullions, weatherstrip, brickmould, siding, screen doors, door handles, locksets or other hardware, or re-hanging the door system or door slabs, etc), of the Product or components whose Finish Feature is affected, (ii) labor and expenses for removing, reinstalling, recoating, or replacing other materials and components that are removed, reinstalled, recoated, or replaced in conjunction with the repair, recoating, or replacement of the Finish Feature of the Product or component whose Finish Feature is affected (including but not limited to, flooring, carpeting, drywall, moulded millwork, column wraps, wallpaper or other painting, etc); (iii) shipping/freight expenses to return the Product to Therma-Tru, its designee, or to the distributor that provided the Finish Feature, travel time to and from the installed location; or temporary door system materials.; (iv) normal maintenance; (v) consequential, special, or indirect losses or damages of any kind.

#### **4. LIMITATION OF LIABILITY, AND DISCLAIMER OF WARRANTIES**

This Rider, read in conjunction with the **Therma-Tru Fiberglass and Steel Door Systems Limited Warranty for Fiberglass Door System Products**, sets forth the Warranty Holder's sole and exclusive remedy for non-conformities in the Finish Feature. In no case will Seller be liable to the Warranty Holder or any other person for any consequential, special, or indirect losses or damages of any kind. Without limiting the scope of the foregoing: THE LIMITED WARRANTY AND THIS RIDER ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH THEREIN, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THERMA-TRU DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS BUT WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE/PROVINCE TO PROVINCE/TERRITORY TO TERRITORY. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THERMA-TRU'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

#### **5. CLAIMS**

Claims under this Rider must be initiated promptly following Warranty Holder's earliest awareness of a potential issue for which recovery arises under this Rider, and in all cases initiated during the Rider Warranty Period indicated above. To obtain help under this Rider please contact the builder, dealer or contractor who installed or sold the Product. If that party is unknown or unreachable, contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 800-537-5322 or at [www.thermatru.com](http://www.thermatru.com). Claimant will be required to provide proof of premises ownership and the date of Product purchase and may be required to return the Product or component to Therma-Tru (at Claimant's expense).

Note: This Warranty Rider applies only to Products purchased and installed in the USA or Canada. For Products purchased or installed outside the USA or Canada, Therma-Tru disclaims any and all warranties of any kind, express or implied, by operation of law or otherwise, and any and all liability for damages of any kind.

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Effective December 1, 2015