

Lo Presti Millworks, Inc. AKA LoPresti Architectural Elements

Terms, Conditions and Limited Warranty

All windows, doors and cabinets manufactured by **LoPresti Millworks, Inc.** are unfinished and are warranted for 1 year (except those windows, doors and cabinets expressly excluded from this warranty by the manufacturer). This warranty is for 1 year from date of shipment or delivery by the manufacturer to be free of defects, which would render said window(s), door(s) and or cabinets unserviceable or unfit for the ordinary recommended use.

RECEIVING YOUR ORDER

Upon receipt of your order, you must inspect all items for correctness and any damage or defect including scratched or damaged glass. Please notify your supplier within 3 days of any problems. Failure to notify us within 3 days of error or defect negates later claims.

HANDLING

Avoid skidding or sliding on floor as this can split or chip the bottom edges and corners. Avoid leaning on steep angle as this causes gouging and scarring damage. One person should not handle large size and heavy windows by doing so it can cause racking and twisting and will damage the product.

STORAGE

Store in a clean, dry room. Abnormal humidity, dampness, heat, dryness or rapid temperature change must be avoided. All faces, edges and ends must be primed if prolonged storage is intended. Doors should be laid flat on a level surface in a dry, well ventilated building. Doors should be kept at least 4" off the floor and should have protective coverings under the bottom door and over the top. DO NOT store doors in a building that has wet plaster, wet cement or excessive moisture.

LIMITATIONS AND EXCLUSIONS

LO PRESTI MILLWORKS, INC. will not warranty any window, door or cabinet that has not been properly installed or finished. Examine for correctness and quality prior to cutting the product. Excessive cutting for fitting or the application of hardware will impair product strength and usefulness and limit claims for defective service. Operating doors and windows should be fitted with adequate clearance. Remember to allow for damp weather swelling. Normal door fitting clearance is 1/16" on the hinge side and 1/8" on the lock side. ALL EXTERIOR WINDOWS AND DOORS SHOULD BE PROVIDED WITH PROJECTING OVERHANGS FOR WEATHER PROTECTION.

FINISHING STAIN & PAINT GRADE WINDOWS AND DOORS

All paint grade windows and doors must be primed on all faces and edges with 2 coats of good oil base primer. Priming must be completed before any exposure to weather. Note: Primer is not a sealer and will not protect you wood windows and doors from weather completely until 2 coats of finish paint is applied. Immediately after fitting, cutting for hardware and weather stripping all raw wood should be primed and finished with 2 coats of paint. Dark exterior colors should not be used where long exposure to hot sun is expected. The paint is the seal and must protect all wood and putty from moisture. ****NOTE **** Stains have been proven ineffective in protecting wood windows and doors. Highly experienced professional painters should only stain. Use stain at your own risk. **LO PRESTI MILLWORKS, INC. DOES NOT ASSUME ANY RESPONSIBILITY FOR PRODUCTS SO FINISHED.**

WARPAGE

Warp shall not be considered a defect unless it exceeds 3/8" in the plane of the door itself. Warp is any distortion in the door itself and shall include bow, cup and twist. Measurement of warp in a door will be by placing a straightedge on the suspected concave face of the door at any angle (i.e. horizontal, vertical, diagonally), with the door in an installed position. The measurement of bow, cup and twist shall be made at the point of maximum distance between the bottom of the straight edge and the face of the door. Warranty against warpage, cracking and other defects shall exclude all doors that are any of the following: (1) 1-3/8" thick: wider than 36" or higher than 84". (2) 1-3/4" thick: wider than 42" or 96" in height. (3) Any door 2-1/4" or 2-1/2" thick. (4) Any 1-3/8" door that is used as an exterior door. (5) All doors and windows installed incorrectly. (6) Any door or window stained or painted in a dark exterior color where exposure to sun is expected or has been improperly stained or painted. Panel shrinkage is not considered a defect covered by this warranty. All door panels over 15" in width are excluded from this warranty (except MDF or MDX). Wood surface cracks, miter and other wood joint shrinkage shall not be considered a defect unless such exceed 1/4" in width. Panel shrinkage is not considered a defect covered under this warranty.

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CUSTOM SIZE WINDOWS, DOORS AND CABINETS

Custom size windows, doors and cabinets will only be warranted according to their design and size. Doors with less than 4" stiles and rails and windows with less than 2" stiles and 3" bottom rails are not covered for structural strength. Doors over 8' in height are excluded from warranty. Windows over 36" in width and 60" in height, Awnings 60" in width and 42" in height, Double Hungs 48" in width and 60" in height will not be covered under this warranty for leakage. Any window or door that is not protected by an overhang or has been ordered with a saw kerf, bullnose on the exterior application would under no circumstances be covered under this warranty. Sliding door units manufactured with a flat oak sill will not be warranted for leakage.

MANUFACTURER'S RESPONSIBILITY

There are no warranties beyond the foregoing and the manufacturer's responsibility under this warranty is stated herein. **LO PRESTI MILLWORKS, INC.** shall not be liable for consequential, indirect or incidental damages or any amount in excess of the manufacturer's price for the products involved, weather claim is for breach of warranty or negligence. The distributor shall make no warranty or representation on behalf of the manufacturer with respect to the product unless authorized in writing by the manufacturer to do so. The manufacturer will not be liable for any costs for shipping, finishing, re-hanging of windows and doors. That in no event shall manufacturer's liability exceed the original purchase price paid to the manufacturer by the original purchaser.

In order to provide our customers with the finest products, manufactured in the most up-to-date manner, **LO PRESTI MILLWORKS, INC.** reserves the right to make design or specific construction changes without notice. (Most cases customer will be contacted for approval before any design or construction changes are made).

TERMS

Terms of payment shall be set forth on the face of invoice or confirmation. No terms or conditions of purchase orders different from the terms of Lo Presti Millworks, Inc. will become part of sales agreement, purchase order, or other document unless specifically approved by **LO PRESTI MILLWORKS, INC.** All customers are on a 50% deposit, balance upon completion. Orders cannot be scheduled for production or ordered from another supplier (i.e. Kolbe & Kolbe, Tm Cobb etc.) without a signed confirmation (**NO EXCEPTIONS**) and a 50% deposit. By signing a confirmation you have acknowledged that all the information is correct for and these items cannot be returned. Lead times are taken from time of signed confirmation and deposit. Lead times do vary according to current production schedule. All accepted orders are subject to delays due to strikes or other labor disturbances, fire, flood, shortage of materials, delays in transit, or failure by our supplier to deliver or other causes beyond our control.

CANCELLATION

Cancellation of Order: Cancellation of an order in process (purchase order or deposit of monies which constitutes an order) by a customer will be subject to a minimum 10% cancellation fee on the total of the job, above and beyond what the other suppliers may charge. Additional charges apply for the time and material used on the Job in Progress.

In the event that any court action or arbitration to enforce these terms, conditions and limited warranty, the court or arbitrator shall award to the prevailing party all attorney fees, expert witness fees and any costs actually incurred regardless of any statute or rule limiting same.

The above are blanket policies of LoPresti Millworks, Inc. AKA LoPresti Architectural Elements regardless of whether or not they are acknowledged and signed below.

IMPORTANT NOTICE: If a representative from **LOPRESTI MILLWORKS, INC.** or **LOPRESTI ARCHITECTURAL ELEMENTS, INC.** is requested to inspect a window, door or cabinet problem on a job site, a fee of \$85.00 per hour (including travel time) will be charged if the problem is not covered under our warranty.

BY SIGNING BELOW I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE TERMS, CONDITIONS AND LIMITED WARRANTY FROM LOPRESTI MILLWORKS AND LOPRESTI ARCHITECTURAL ELEMENTS, INC.

By: _____ Dated: _____

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Job: _____ Confirmation # _____