

Neoport Modern Door
Stainless Steel Swinging Door Systems
Limited One Year Warranty

Neoport, LLC, dba Neoport Modern Door ("Seller") provides the following Limited Warranty to original end-users ("Warranty Holders") of its Stainless Steel Swinging Door System ("Product"):

1. WHAT THIS LIMITED WARRANTY COVERS AND FOR HOW LONG

a) COVERAGE

Subject to the limitations and exclusions contained herein, Seller warrants that the Product will be free of defects in material and workmanship ("Defects"). The Product includes: door, frame, glass, astragal, hinges, weather-stripping, locks, latches, pulls, closers, threshold, and viewer unless otherwise specified in the approved shop drawings applicable to such Product. This Limited Warranty does not apply to components provided by the end-user or any third-party other than the Seller.

This Limited Warranty applies to Product shipped by Seller.

b) WARRANTY PERIOD

Seller warrants the Product for a period of one year (the "Warranty Period"), beginning on the day the Product ships from Seller's factory. This Limited Warranty is non-transferrable.

2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

a) EXCLUSIONS GENERALLY

This Limited Warranty does not cover Defects attributable to or arising from:

- Negligent or improper use or operation
- Handling, storage, or installation not in accordance with (a) HMMA-840-99 "Guide specifications for Installation and Storage of Hollow Metal Doors and Frames"; (b) Seller's specifications and instructions and any other instructions generally available at Seller's website www.neoport.com; or (c) generally accepted industry standards
- Misapplication, improper installation or faulty building design or construction
- Subjections to improper temperature, humidity, or other environmental conditions
- Product reinstalled after removal from its original installation
- Normal wear and tear, including without limitation, wear and tear to weather-stripping or door bottom gaskets
- Condensation, frost, or mold resulting from humidity within the building or interior/exterior temperature differentials

Minor scratches or minor visual imperfections, including minor variations in metal graining, are not Defects to which this Limited Warranty applies.

b) REGULAR CARE AND MAINTENANCE

The Product requires regular care and cleaning per Seller's Care and Maintenance Instructions, which are delivered together with the Product, in order for this Limited Warranty to remain effective. Seller is not responsible for, and this Limited Warranty does not apply to, any Defect that arises or is attributable to any failure to maintain the Product in accordance with Seller's Care and Maintenance Instructions.

c) RUST AND CORROSION

Damage to the Product due to corrosion is a common concern, particularly in coastal applications. This Limited Warranty does not guarantee against rust and corrosion due to reasons other than defects in material and

workmanship, including, without limitation, rust arising from misuse, abrasions, environmental conditions, solvents, corrosives, salts, chemicals, or excessive moisture.

d) THERMAL DEFLECTION

Thermal deflection or thermal bow, as it is commonly referred to, occurs when ambient temperature differs greatly between one side of the door and the other. The temperature difference can cause one side of the door to expand while the other contracts, causing a temporary bowing condition. For example, in the summer when air conditioning creates a large temperature differential, the door may bow towards the sunlight. Bowing in the opposite direction may occur during the winter. This condition is generally temporary and is not covered by this Limited Warranty.

e) OTHER ENVIRONMENTAL CONDITIONS

This Limited Warranty does not guarantee safety for persons or property, nor make a premises hurricane-proof or impact proof. This Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to stresses, high winds, floods, fire and other conditions that exceed the conditions under which the Product may be evaluated and certified, as referenced in the Seller's published literature. Any certified approval rating and references to other performance standards for a Product means that such Product met the established specification parameters of the certification process or the standard testing to which it was subjected at the time such Product was manufactured. Over time, however, such Product will be subjected to normal and abnormal wear for which this Limited Warranty does not apply, including by example, high wind events and other forces of nature, and its performance capability may change. The Warranty Holder is advised to consult local building code laws and the certification and rating agencies published materials and websites for guidelines on the standards necessary to meet all regulations and codes in your area. Product features designed to help address pressurization of a building during high-wind or other severe storm events are not a guarantee against water and air infiltration. Seller is not responsible for claims or damages caused by water or air infiltration. Product selection is the sole responsibility of the Warranty Holder. Seller hereby disclaims all liability associated with any failure of the Warranty Holder to select the appropriate Product for the environmental or other conditions in which such Product resides.

f) SHIPPING DAMAGE

This Limited Warranty does not apply to shipping damage that was not properly reported per Seller's Receiving Instructions, which can be found at www.neoporte.com.

3. WARRANTY HOLDER'S EXCLUSIVE REMEDY

If any Defect is determined by Seller to exist in a Product, the Warranty Holder's sole and exclusive remedy and Seller's sole liability is to either (as Seller elects): a) repair the defective component thereof; b) provide replacement component(s) or a replacement Product; or c) refund the original purchase price of the Product. Color and metal graining of repaired or replaced components is not guaranteed. Repaired or replaced Product or components are warranted only on the same terms and for the remainder of the Warranty Period. Seller reserves the right to discontinue or change any Product. If the Product or component that is the subject of the warranty claim is not available, Seller may select and provide a replacement Product or component of approximately equal quality and price. Seller reserves the right to send a representative of Seller to the site of the Product that is the subject of a warranty claim to determine the proper course of action. For the avoidance of doubt, this Limited Warranty does not cover any costs incurred by Warranty Holder that are incidental to the repair or replacement of the Product or component, including, but not limited to, the following costs and expenses: (i) labor for removing, reinstalling, refinishing Product; (ii) other materials that are removed, reinstalled or refinished to repair or replace the Product; (iii) shipping/freight expenses to return the Product to Seller; or (iv) normal maintenance of the Product.

4. DISCLAIMER OF WARRANTIES

This Limited Warranty is in lieu of all other warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE EXCLUDED HEREFROM AND DISCLAIMED BY SELLER, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND THOSE ARISING UNDER USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. To the extent that any implied warranties may nonetheless exist by operation of the law, such warranties are limited to the duration of the Warranty Period or as otherwise provided by the same law. The laws of some states/provinces do

not allow limitations on how long an implied warranty lasts, so the above limitation is only applicable to the extent permitted by such laws. Seller does not authorize any employee, agent, or representative of Seller to create for it any obligation or liability in connection with products other than this Limited Warranty.

5. LIMITATION OF LIABILITY

In no event will Seller's liability for any claim related to or arising out of the design, use, operation or performance of the Product exceed the lesser of the purchase price paid for the Product or the defective component thereof, and in no event will it include damages for incidental, consequential, indirect, special, or punitive damages including, but not limited to, damage of any kind to a premises, loss of product uses, reinstallation, labor, removal, refinishing, temporary/permanent relocation of the residents or property, loss of profit/revenue, interest, lost goodwill, work stoppage, impairment of other goods or work, increased operating expenses, personal injury, death or emotional distress, or claims of third parties for such damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence or otherwise), even if advised of the possibility of such damages. The laws of some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion is only applicable to the extent permitted by such laws. This Limited Warranty provides specific legal rights but Warranty Holder may have other rights which vary from jurisdiction to jurisdiction.

6. CLAIMS

Claims must be initiated during the Warranty Period and reported in writing within 30 days of discovery. To initiate a claim, please submit in writing the name of the owner, date of product purchased, and a detailed explanation of the defect. Claims should be submitted to the Authorized Dealer that sold the Product, if applicable. If the Authorized Dealer is unknown or unreachable or the Product was purchased directly from Seller, claims should be submitted to Neoporte Modern Door Showroom, 1550 18th Street, Santa Monica, CA 90404. Claimant may be required to provide proof of premises ownership and may be required to return the Product or component to the Seller at claimant's expense.