

KINZE DOORS LIMITED WARRANTY

This Limited Warranty ("Warranty") is issued by Kinze Manufacturing Inc. ("Seller") to the original purchaser ("Buyer") of the commercial door system and its components. This Warranty outlines the terms under which the Seller warrants the Covered Components against defects in material and workmanship, as well as the rights and responsibilities of both parties. By purchasing and accepting delivery of the product(s), the Buyer acknowledges and agrees to the terms set forth in this Warranty. This Warranty is the sole and exclusive warranty provided by the Seller and supersedes all prior agreements, whether written or oral, concerning warranty coverage. No other warranties, express or implied, shall apply except as expressly stated herein. This Warranty applies only to the specific components and conditions outlined below and is subject to the stated exclusions and limitations.

- 1. Warranty Coverage:** The Seller warrants that the frame, hydraulic cylinders, and hydraulic hoses ("Covered Components") for its large commercial, aviation and agricultural doors, will be free from defects in material and workmanship under normal use and service for five (5) years from the date of installation (the "Warranty Period").
- 2. Other Components:** All other components of the door system may be covered by their respective manufacturer warranties.
- 3. Installation and Site Conditions.** Seller cannot reasonably anticipate or evaluate the unique variables at each installation site (including, without limitation, structural conditions, environmental factors, or application-specific requirements). Accordingly, Buyer is solely responsible for the proper assembly, installation, and integration of the product into its facilities and for ensuring that all site conditions are suitable for safe operation.
- 4. Exclusions:** This Limited Warranty does not cover damage or defects due to improper measurements, assembly, installation, use, or maintenance, unauthorized modifications or repairs, accidents, misuse, or external events (e.g., weather, fire, flooding), normal wear and tear.
- 5. Warranty Claims Process:** To make a warranty claim, the Buyer must notify the Seller in writing within the Warranty Period detailing the defect; provide any proof or documentation requested by the Seller; and allow the Seller or its representatives reasonable access to inspect the defective goods. The Seller reserves the sole and exclusive right to determine whether the defect is covered under the terms of this warranty.
- 6. Remedies:** If a defect is found and deemed covered, the Seller will, at its sole and exclusive discretion, either: repair the defective part, or, replace the defective part with a new or refurbished component of equal quality.
- 7. Limitation of Liability:** The remedies outlined herein are the Buyer's sole and exclusive remedies for Covered Components with alleged defects in material or workmanship. Under this Limited Warranty, Seller's liability is limited solely to the repair or replacement of defective parts. Seller shall not be liable for incidental or consequential damages, including but not limited to lost profits or business interruptions, or any costs related to the removal, reinstallation, or transportation of warranted product.
- 8. Exclusion of Implied Warranties:** Except where prohibited by law, all implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are excluded and do not apply.
- 9. Governing Law:** This Limited Warranty shall be governed by the laws of the State of Iowa, without regard to its conflict of laws provisions. Any disputes arising from this warranty will be resolved exclusively in the courts located in Iowa County or the U.S. District Court for the Northern District of Iowa.
- 10. Transferability:** This warranty is extended only to the original Buyer and is non-transferable without the Seller's prior written consent.
- 11. Entire Agreement:** This Limited Warranty represents the entire agreement regarding warranty coverage between the Buyer and the Seller and supersedes any previous agreements or representations, whether oral or written.