

# REEB MILLWORK LIMITED WARRANTY FOR PRODUCT AND WORKMANSHIP

(For Door Units Purchased On Or After October 30, 2023)

IMPORTANT: REVIEW CAREFULLY. THIS DOCUMENT CONTAINS TERMS AND CONDITIONS THAT AFFECT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DEFECTIVE PRODUCT OR WORKMANSHIP CLAIM. THIS LIMITED WARRANTY INCLUDES AN ARBITRATION AGREEMENT (TRIAL WAIVER) AND CLASS ACTION WAIVER.

#### THE SOLE AND EXCLUSIVE REEB LIMITED WARRANTY

This limited warranty ("Warranty") is the sole and exclusive warranty provided by REEB Millwork ("REEB") relating to the product or materials provided or distributed by REEB ("Product") and any related Product assembly, construction, manufacture, or field service that is provided by REEB relating to the Product ("Workmanship"). For the purposes of this Warranty, however, Workmanship does not include separately-contracted installation services ("installed sales"), exterior pre-finish services, or other REEB-provided product or services that are specifically the subject of other written, limited warranties. This Warranty is subject to other limitations and exclusions set forth in this Warranty below.

Subject to the terms, conditions, exclusions, and limitations of this Warranty, REEB warrants to Holder (defined below) that, for the Warranty Period (defined below), Workmanship will be performed in a workmanlike manner and without material defects in workmanship and that Product components manufactured by REEB will be free of material defects in materials and workmanship. For components of a Product not manufactured by REEB, see the section below addressing independent manufacturers' limited warranties. If there is a defect of the Product or Workmanship covered under this Warranty, REEB will provide its selected warranty remedy (which may include repair, replacement, or other reasonable relief) described more fully below. Additional details regarding the terms, conditions, exclusions and limitations applicable to this Warranty are below.

#### ONE YEAR WARRANTY RELIEF AND FIELD SERVICE

When applicable, the remedies available under this Warranty will be available only to a Holder (defined below) and if the Holder's claim arises within <u>one (1) year</u> (the "Warranty Period") from the date REEB delivered the Product to the dealer or job site, as applicable. Repair, replacement, field service and any other remedy provided by or on behalf of REEB under this Warranty, or otherwise relating to the Product, shall <u>not</u> renew or extend the Warranty Period. After the Warranty Period, REEB makes no further warranty of the Product or Workmanship and shall have no further duties, obligations, or liabilities arising from or relating to the Product or Workmanship to the fullest extent permitted by applicable law.

"Holder" means the original owner(s) of the premises where the Product is installed and shall also include any dealers, builders, and contractors in the chain of title and distribution of the Product from REEB to such owner(s). Other than the Holders defined above, this Warranty is <u>not</u> transferable to any later buyers, transferees, owners, occupants, or other individuals or entities.

#### A. REEB WARRANTY CLAIMS PROCESS AND REMEDIES

All claims must be directed by or on behalf of Holder to the dealer from whom Product was purchased, or directly to REEB at Ph. 800-825-8331, ext. 6420 or email at <a href="Warranty@Reeb.com">Warranty@Reeb.com</a>, within <a href="thirty">thirty (30)</a> days after the defect giving rise to relief under this Warranty was discovered or should have been discovered and in no event later than the expiration of the Warranty Period. To the extent possible, Holder shall provide available: (a) proof of ownership/purchase of the Product, (b) date of purchase of the Product, and (c) description of the nature and type of defect. To the extent possible, but without failing to mitigate damages or address emergency or dangerous situations, Holder should not allow repair, installation, replacement or alterations to Product before REEB has an opportunity to inspect. When a REEB inspection cannot be readily obtained, and inaction would pose risk of further damage or danger, the Holder shall document the alleged defect and any efforts performed, including photographs of the defect. Failure to strictly follow these requirements and conditions will void this Warranty.

If the defect arose during the Warranty Period and was reported to REEB as provided for above, then REEB will determine in its discretion whether the defect is covered by this Warranty. In order to do so, REEB may want to conduct examinations or inspections of the Product, and Holder must reasonably and timely cooperate with such a request by REEB.

If REEB determines that a covered defect exists under this Warranty, as the <u>sole and exclusive</u> remedy owed and sole and exclusive liability of REEB, REEB will do one of the following, with the selection being at REEB's discretion: (i) provide repair of the Product or affected component of the Product; (ii) provide comparable replacement<sup>1</sup> for the Product or affected component of the Product; or (iii) provide another reasonable solution that REEB, in its sole discretion, deems appropriate. Please also see the Field Service section below.

### B. FIELD SERVICE (ON DOOR-UNIT PRODUCTS)

This Field Service section will apply only to door-unit Products assembled for which REEB provided Workmanship (not including, for example, pass-through sale of Product for which REEB provides no Workmanship). During the Warranty Period, if there is a defect with respect to a door-unit Product covered by this Warranty arising from REEB's Workmanship or defect in a component manufactured by REEB covered by this Warranty, and if REEB agrees to provide repair or replacement of the defect, then REEB will, in addition to the repair or replacement, provide field service to perform the repair or replacement at no additional cost to Holder, provided that the door-unit Product is in a territory currently serviced by REEB (which list, as of the date of the version of this Warranty set forth below, includes ME, NY, PA, VT, NH, MA, RI, CT, NJ, DE, MD, VA, DC, WV, NC, SC, TN, AL, and GA, but contact REEB to determine if the list has changed) ("Field Service Territory").

If there is a defect in a component used in the Product, which component is covered by an independent manufacturer limited warranty and the independent manufacturer agrees to provide repair or replacement to a Holder, REEB will provide (if authorized by the manufacturer) the field service to perform the repair or replacement at no cost to Holder, provided that such Product is located within the Field Service Territory.

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<sup>&</sup>lt;sup>1</sup> If REEB provides replacement material and Holder is not ready to arrange installation within sixty (60) days, REEB will deliver the replacement material and it will be Holder's responsibility to properly store and secure the materials.

Any such field service provided by REEB will not further extend the Warranty Period.

# NON-REEB COMPONENTS ARE NOT WARRANTED BY REEB; INDEPENDENT MANUFACTURERS' LIMITED WARRANTIES MAY APPLY

PLEASE NOTE: REEB provides and distributes Product (including, but not limited to, a pre-hung door unit) that may be assembled by REEB using components procured from independent manufacturers and not manufactured by or on behalf of REEB. Likewise, REEB may make direct pass-through sales of Product manufactured by independent manufacturers and not manufactured by or on behalf of REEB. Those independent manufacturers may provide their own limited warranties relating to individual components used in the Product. To the fullest extent permitted by law and the independent manufacturer's terms and conditions, REEB passes through those independent manufacturer limited warranties to the Holder. Accordingly, for those components not manufactured by REEB, REEB does not warrant the individual components manufactured by independent manufacturers, and REEB is not authorized to modify an independent manufacturer's limited warranties. Copies of independent manufacturer's limited warranties, including all terms, exclusions, disclaimers and other limitations, are available via REEB's website, via the manufacturer's website, via the dealer from whom Product is purchased, or upon request from REEB. The independent manufacturer limited warranties should be reviewed carefully by Holder, as they may limit available forms of relief from the independent manufacturer. The Holder retains the responsibility for timely making all claims consistent with the independent manufacturer's limited warranties, and the independent manufacturer retains the responsibility for interpreting and administering its own limited warranties.

#### **EXCLUSIONS FROM WARRANTY; VOIDING THE WARRANTY**

This Warranty shall exclude and shall not apply to, and REEB shall not have any obligation in connection with, any of the following:

- (1) Costs of labor or service, shipping expenses, substitute costs, or other indirect, consequential, or incidental costs associated with ordering, installing, or removing Product for repair/replacement.
- (2) Defects or conditions arising from alterations, abuse, installation or use in unusual, abnormal, or extreme locations or situations and environments, settling of the premises, improper installation or upkeep of the Product, excessive humidity or exposure to the elements, or other conditions, circumstances, events, or conduct beyond REEB's reasonable control.\*
- (3) Damage or conditions caused by improper pre-installation handling after delivery by REEB (including, but not limited to, failing to keep Product stored in a clean, safe, sheltered environment).\*
- (4) Failure to finish/seal a Product in a proper way (i.e., per a manufacturer's recommendations or other documented good practices).\*
- (5) Normal wear and tear.
- (6) Natural wood traits, including, but not limited to, mineral streaks, small knots, grain, texture, color and tone variations, and/or reasonable variations in shade or color of Product of finishes.
- (7) Minor differences and visual imperfections between samples or photographs and actual Product.
- (8) Change in the appearance, functionality or finish of the Product arising from abnormal weathering conditions or an act of God.\*
- (9) Custom finishes or any finishes or alterations applied to the Product materials in the field.
- (10) Damage done by accident, deliberate act, misuse, or negligence by parties other than REEB.\*

- (11) Failure to follow good practices and industry standards in installing, finishing, or otherwise maintaining the Product and failure to review and follow REEB or manufacturer's instructions or guidelines (oral or in writing).\*
- (12) A Holder's failure to timely or reasonably take steps to mitigate damages.\*
- (13) Claims by or on behalf of anyone other than a Holder.
- (14) Defect or condition in a component of the Product not arising from REEB's Workmanship.
- (15) Relief or field service to a location that is not directly accessible by a standard commercial motor vehicle over passable public or properly-maintained private roadways.
- (16) Installation and pre-finish services performed by or on behalf of REEB.

## \*These items void the Warranty.

# DISCLAIMERS; LIMITATIONS OF LIABILITY; SOLE AND EXCLUSIVE REMEDY

THIS WARRANTY IS THE <u>SOLE AND EXCLUSIVE WARRANTY AND SOURCE OF REMEDY</u> WITH REGARD TO THE PRODUCT AND WORKMANSHIP PROVIDED BY OR ON BEHALF OF REEB. NO ONE OTHER THAN REEB MAY MODIFY OR ALTER THIS WARRANTY.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER 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 SHORTEST DURATION AND MINIMUM RELIEF PROVIDED BY APPLICABLE LAW.

IN NO EVENT SHALL REEB (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID TO REEB FOR THE PRODUCT GIVING RISE TO THE CLAIM, INCLUDING WITHOUT LIMITATION, LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, REMOVAL, REHANGING, REFINISHING OR REPLACEMENT COSTS, OR ANY OTHER PECUNIARY DAMAGE, REGARDLESS OF WHETHER DUE TO ANY DEFECT IN THE WORKMANSHIP OR PRODUCT, BREACH OF THIS WARRANTY, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON AND REGARDLESS OF WHETHER LIABILITY OR REMEDIES ARISE IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WHETHER ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, STATUTE OR ANY OTHER THEORY OR CAUSE OF ACTION. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED, RELEASED, AND EXCLUDED, INCLUDING CLAIMS OF REEB'S NEGLIGENCE. REEB (AS WELL AS ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) SHALL NOT BE LIABLE IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE PRODUCT, THE WORKMANSHIP, NOR FOR THE OMISSION OR ALLEGED INADEOUACY OF WARNINGS OR INSTRUCTIONS ACCOMPANYING THE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OF HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

REEB HAS NO OTHER OBLIGATIONS OF ANY KIND TO ANYONE. REEB WILL NOT COMPENSATE ANYONE FOR ANY CLAIMS, LOSSES OR DAMAGES EXCEPT AS STATED EXPRESSLY IN THE WARRANTY. ALL OF REEB'S OBLIGATIONS END WHEN THE WARRANTY PERIOD IS OVER.

THE HOLDER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO HIS/HER/ITS ATTENTION, THAT HE/SHE/IT HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE BOUND BY IT.

#### WHERE THIS WARRANTY APPLIES

This Warranty applies only to Product purchased and installed in the United States or Canada. For Product purchased or installed elsewhere, REEB 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.

# IMPORTANT LEGAL PROVISIONS (ARBITRATION REQUIREMENT; CHOICE OF LAW; CLASS ACTION AND JURY TRIAL WAIVER; ENFORCEABILITY)

TO THE FULLEST EXTENT PERMITTED BY LAW:

- IN ORDER TO PROVIDE FOR LESS COSTLY AND MORE EFFICIENT RESOLUTION, HOLDER AND REEB MUTUALLY AGREE TO RESOLVE ANY AND ALL CLAIMS AND DISPUTES RELATING TO THE TERMS, CONDITIONS, EXCLUSIONS, AND LIMITATIONS OF THIS WARRANTY OR THE PERFORMANCE OF THE PRODUCT OR WORKMANSHIP ("DISPUTES"), BY BINDING ARBITRATION, AND THEREFORE TO WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE SUCH DISPUTES, EXCEPT AS EXPRESSLY PERMITTED IN PARAGRAPH 2) BELOW WITH RESPECT TO SMALL CLAIMS COURT. THIS WARRANTY EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. ANY SUCH ARBITRATION SHALL BE ADMINSTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA").
- 2) ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE, INCLUDING THE SCOPE OF THIS ARBITRATION PROVISION, BUT THE ARBITRATOR IS BOUND BY THE PROVISIONS OF THIS WARRANTY. THE ARBITRATION SHALL BE GOVERNED BY THE AAA CONSUMER ARBITRATION RULES (SEE AAA'S WEBSITE FOR CURRENT RULES, PROCEDURES, AND FEES: <a href="https://adr.org/consumer">https://adr.org/consumer</a>), IF APPLICABLE, EXCEPT AS OTHERWISE MODIFIED IN THIS WARRANTY. IF THOSE CONSUMER ARBITRATION RULES APPLY TO A DISPUTE, PER THOSE AAA RULES, THE PARTIES TO SUCH DISPUTE RETAIN THEIR RIGHT INSTEAD TO SEEK RELIEF IN A SMALL CLAIMS COURT WITH RESPECT TO SUCH DISPUTE, IF SUCH A COURT OF COMPETENT JURISDICTION IS AVAILABLE. IF THE CONSUMER ARBITRATION RULES DO NOT APPLY, THEN THE AAA COMMERCIAL ARBITRATION RULES SHALL APPLY, EXCEPT AS OTHERWISE MODIFIED IN THIS WARRANTY.

- BEFORE FILING ANY ARBITRATION (OR WHEN EXPRESSLY PERMITTED BY PARAGRAPH 2) ABOVE, ACTION IN A SMALL CLAIMS COURT OF COMPETENT JURISDICTION), THE HOLDER MUST FIRST SEND WRITTEN NOTICE TO REEB BY CERTIFIED MAIL, OR BY OTHER NATIONALLY-RECOGNIZED AND REPUTABLE PARCEL DELIVERY SERVICE (E.G., FED-EX AND UPS), WITH PROOF OF DELIVERY (THE "NOTICE"). THE NOTICE TO REEB SHOULD BE ADDRESSED TO: ATTN: CUSTOMER SERVICE, REEB MILLWORK, 1000 MALONEY CIRCLE, BETHLEHEM, PA 18015. THE HOLDER'S NOTICE TO REEB MUST PROVIDE: (A) EVIDENCE THAT A WARRANTY CLAIM WAS TIMELY SUBMITTED TO REEB BY OR ON BEHALF OF HOLDER, AND A COPY OF THE WARRANTY CLAIM WITH ALL INFORMATION REQUIRED PER THE CLAIMS PROCESS DESCRIBED ABOVE (SEE ABOVE SECTION, REEB WARRANTY CLAIMS PROCESS AND REMEDIES); AND (B) A DESCRIPTION OF THE SPECIFIC RELIEF SOUGHT BY HOLDER. IF THE PARTIES DO NOT REACH AN AGREEMENT TO RESOLVE THE DISPUTE AND WARRANTY CLAIM WITHIN THE SIXTY (60) DAYS AFTER NOTICE IS RECEIVED BY REEB, HOLDER MAY COMMENCE THE ARBITRATION (OR WHEN EXPRESSLY PERMITTED BY PARAGRAPH 2) OF ABOVE, ACTION IN A SMALL CLAIMS COURT OF COMPETENT JURISDICTION).
- 4) NOTWITHSTANDING THE APPLICABLE AAA RULES, THE ARBITRATION SHALL BE ADMINISTERED BY ONE (1) ARBITRATOR, AND WHEN A HEARING IS REQUIRED, THE PARTIES AGREE, FOR MUTUAL CONVENIENCE, TO CONDUCT SUCH HEARING REMOTELY (ELECTRONICALLY AND/OR BY TELEPHONE) UNLESS THE ARBITRATOR DETERMINES THERE TO BE A STRICT NEED FOR THE HEARING TO BE IN-PERSON, IN WHICH CASE IT SHALL BE AT A MUTUALLY-CONVENIENT LOCATION. ANY JUDGMENT OF THE ARBITRATOR SHALL BE FINAL AND BINDING, AND MAY BE ENTERED AS AN ORDER OF ANY COURT OR BODY OF COMPETENT JURISDICTION.
- 5) THIS WARRANTY AND ALL DISPUTES ARE GOVERNED BY UNITED STATES FEDERAL LAWS AND LAWS OF PENNSYLVANIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.
- 6) HOLDER WAIVES ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES, AS DEFINED ABOVE. CLASS ARIBTRATIONS, CLASS ACTIONS AND CONSOLIDATED ACTIONS ARE NOT PERMITTED.
- IN THE EVENT THAT ANY PROVISION, OR PART OF ANY PROVISION, CONTAINED IN THIS WARRANTY IS HELD TO BE INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY RESPECT BY A COURT, ARBITRATOR, OR BODY OF COMPETENT JURISDICTION, THAT DETERMINATION SHALL NOT INVALIDATE OR OTHERWISE AFFECT ANY OTHER PROVISION HEREOF. HOLDER AND REEB AGREE THAT ANY SUCH INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS, OR PARTS OF PROVISIONS, SHALL BE REFORMED AND DEEMED AMENDED TO PROVIDE FOR THE MAXIMUM ENFORCEABILITY OF THE PROVISION, OR PART OF PROVISION, AS PERMITTED UNDER APPLICABLE LAW. IF IT MAY NOT BE SO REFORMED AND AMENDED, THE INVALID, ILLEGAL, OR UNENFORCEABLE PROVISION, OR PART OF A PROVISION, SHALL BE DEEMED SEVERED, AND EACH OF THE OTHER PROVISIONS AND PARTS OF PROVISIONS OF THIS WARRANTY SHALL BE CONSTRUED AS SEPARATE AND INDEPENDENT PROVISIONS, AND SHALL REMAIN IN FULL FORCE AND EFFECT.