

Clayton Supply, Inc. Interior Slab Hollow Core Hardboard Door

FIVE YEAR LIMITED WARRANTY AND ARBITRATION AGREEMENT

Subject to the terms, conditions, and exclusions set forth in this Five Year Limited Warranty, Clayton Supply warrants that each interior slab hollow core hardboard door (the “Door” or “Doors”) manufactured by Clayton Supply after the Effective Date listed above shall be free from defects in materials or workmanship for a period of five (5) years from the date of manufacture. This non-transferrable limited warranty is extended only to the direct purchaser (contractor, distributor, or otherwise) of the Door from Clayton Supply (the “Original Purchaser”) and the first owner of the residential home where the Door first was installed (the “Original Owner”).

All warranty claims should be submitted by or through the Original Purchaser. For the Original Owner to initiate a claim under this warranty, contact the Original Purchaser who will gather information described in (a) – (c) below and submit the claim to Clayton Supply on behalf of the Original Owner. For the Original Purchaser to submit a claim under this warranty either directly or on behalf of the Original Owner, email Clayton Supply at Orders7967@ClaytonHomes.com and (a) identify the Door by type and dimension; (b) provide the date and place of purchase through proof of sale documentation; and (c) describe completely the claimed defect providing any photographs of the claimed defect. If the Original Purchaser does not respond to a claim directed to it by the Original Owner adequately or within a reasonable time, the Original Owner may send the information set forth in (a) – (c) above, as well as a description of what actions have been taken by Original Purchaser or any other person or entity to address the claimed defect, to Clayton Supply at Orders7967@ClaytonHomes.com. If Clayton Supply determines that the Original Purchaser has not adequately investigated or responded to the Original Owner’s claim within a reasonable time, Clayton Supply will investigate the claim within a reasonable time after receipt of the claim directly to Clayton Supply by the Original Owner. Warranty claims may also be submitted to [physical address].

Should Clayton Supply determine that the Door has exhibited a defect in material or workmanship that was present at the time of manufacture, it will, at its sole election, either (1) furnish a replacement Door; or (2) reimburse the purchase price of the Door paid by the Original Purchaser. Replacement or reimbursement of the purchase price shall be the sole remedy under this limited warranty. In no event shall Clayton Supply be responsible for any labor, materials, consequential damages, or additional expense incurred in installing, repainting, refinishing, or similar activities in connection with the furnishing of a replacement Door. A replacement Door is warranted for ninety (90) days or for the remainder of this limited warranty period, whichever is longer. Warranted replacement or reimbursement will be completed within a reasonable time or the time required by applicable law, but the time required for replacement will depend upon the availability of parts or labor and other factors outside Clayton Supply’s control. Replacement Doors may have slight variations in color from the originally purchased Door.

If the claimed defect is warpage, Clayton Supply reserves the right to defer its investigation or furnishing of a remedy for a period of twelve (12) months from the date the Door was installed, because a temporary warp condition may occur as the Door adjusts to local humidity and temperature conditions. Any deferral will not be counted against the five (5) year warranty period. Warpage and other claimed dimensional defects are warranted pursuant to the Permitted Tolerances set forth below, and any Door panel larger than 3’0” wide and 8’0” high is not warranted against warpage.

EXCLUSIONS

The remedies set forth herein are valid only when the Door is properly handled, stored, installed, finished, and maintained. Clayton Supply will not be liable for any claimed defect caused, in whole or in part, by (1) improper use, misuse, or abuse of the Door; (2) improper installation, storage, care, handling, maintenance, or operation of the Door, including without limitation failure to follow the instructions set forth herein, that accompany the Door, or that are posted on Clayton Supply’s website from time to time; (3) water, fire, earthquake, acts of nature, sunlight, excessive heat or humidity, acid (including acid rain), salt air, corrosive elements, chemicals, fumes, or any other cause beyond the control of Clayton Supply; (4) hardware, products, components, attachments, alterations, modifications, paint, finishes, or parts not applied or manufactured by Clayton Supply; (5) use of the Door pursuant to standards, specifications, or purposes other than those for which it was designed, including without limitation exterior use; (6) bow or non-alignment in the frame or jamb in which the Door is installed; or (7) normal wear and tear or natural weathering of substances.

INSTALLATION, STORAGE, AND HANDLING INSTRUCTIONS

The following instructions are non-exhaustive, and other instructions may accompany the Door or be posted to Clayton Supply's website from time to time. Before installing the Door, check the Clayton Supply website to determine if there are any updated installation, storage, or handling instructions. With regard to installation: (a) do not impair the structural strength of the Door during installation, the application of hardware, or the cutting of the Door for lights, louvers, panels, or any other details; (b) in fitting for height, never cut the top of the Door and do not cut more than 1/4" off the bottom of the Door; (c) in fitting for width, trim equally from both sides of the Door a maximum of 1/8" per side for a maximum of 1/4" overall; (d) use three (3) hinges per door for Doors up to 84" high, and use four (4) hinges per door for Doors between 84" and 96"; (4) use pilot holes prior to inserting screws to avoid splitting; and (5) install Doors after drywall, plaster, and cement is dry to avoid excess moisture and humidity. With regard to storage and handling: (a) inspect Doors immediately upon receipt for finish (if factory finished), quantity, size, squareness, warpage, machining, and quality; (b) keep Doors stacked horizontally on a level surface; (c) do not lean Doors vertically against a wall or other structure; (d) store Doors in humidity and temperature-controlled buildings (recommended conditions 25% to 55% relative humidity and 50° to 90° temperature); (e) warping and oil-canning may occur, depending on the season and relative humidity, until the Doors become conditioned to the environment; and (f) keep Doors away from extreme heat, cold, humidity, and sunlight.

PERMITTED TOLERANCES

A Door shall be deemed not to have any defects in material or workmanship with regard to size, squareness, or warpage if it meets the following permitted tolerances compared to its designed dimensions: (a) size: width, height, and thickness: +/- 1/16"; (b) squareness: +/- 1/8" measured corner to corner across the diagonal plane; (c) warpage: no more than 1/4" of warpage measured across the plane of the door measuring 36" x 80" on a 1-3/8" door.

LIMITATION OF LIABILITY

CLAYTON SUPPLY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR NATURE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE DISCLAIMER OF ANY IMPLIED WARRANTY, AND IN THE EVENT THAT SUCH IMPLIED WARRANTY IS OTHERWISE EXTENDED AS A MATTER OF LAW, SUCH WARRANTY IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL CLAYTON SUPPLY HAVE ANY LIABILITY TO THE ORIGINAL PURCHASER, ORIGINAL OWNER, OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ECONOMIC LOSS OR EXTRA EXPENSE INCURRED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE REMEDIES SET FORTH HEREIN SHALL BE SOLE AND EXCLUSIVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages and/or the limitation on how long an implied warranty lasts, so the above limitations and/or exclusions may not apply. No distributor, dealer, or representative of Clayton Supply has the authority to change or modify this warranty, either orally or in writing, in any respect. Any attempt to change and/or modify this warranty by a distributor, dealer, or representative of Clayton Supply will be without legal effect. In the event any provision of this limited warranty is found to be unenforceable for any reason, the remaining provisions shall be enforceable to the fullest extent permitted by law. If any provision required to be set forth in this warranty by applicable state or federal law is omitted from this limited warranty, such a provision shall be added to this limited warranty and incorporated by reference. Any dispute against Clayton Supply arising out of or relating to the Door or this warranty, with the sole exceptions of (1) claims involved alleged personal injury or death; and (2) claims for a total amount within the scope of the jurisdiction of the applicable small claims court, shall be resolved by mandatory arbitration administered by the American Arbitration Association ("AAA") and governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Such an arbitration shall be before a single arbitrator and conducted under the AAA Consumer Arbitration Rules in effect at the time of the arbitration. A copy of the AAA Consumer Arbitration Rules and Consumer Due Process Protocol Statement of Principles may be found at adr.org.