

# SAME-DAY<sup>®</sup> STAIN

Same-Day<sup>®</sup> Stain and Topcoat For Use on Therma-Tru<sup>®</sup> Fiberglass Door Systems  
and Fypon<sup>®</sup> Stainable Polyurethane Products

## **5-Year Limited Warranty** For Purchases Made on or After January 1, 2014

This Same-Day<sup>®</sup> Stain Warranty is separate from the written warranties that accompany Therma-Tru<sup>®</sup> Classic-Craft<sup>®</sup>, Fiber-Classic<sup>®</sup>, Smooth-Star<sup>®</sup> and Pulse<sup>™</sup> fiberglass entry and patio door systems ("Therma-Tru fiberglass door systems") and Fypon<sup>®</sup> stainable polyurethane products.

### 1. WHAT THIS LIMITED WARRANTY COVERS AND HOW LONG

#### a) PRODUCT DEFINITION:

The "Product" is "Same-Day Stain" and/or "Topcoat For Same-Day Stain." These Products are part of the "Same-Day Stain Finishing Kit." When these Products are packaged with various application accessories, including a foam brush, one-size-fits-all gloves, 3 inch natural brush, 2 inch synthetic brush, staining rag, cleaning rags, mineral spirits, stir sticks, test samples and instructions, the Product is the "Same-Day Stain Finishing Kit."

#### b) COVERAGE:

Subject to the limitations and exclusions herein, Therma-Tru and Fypon warrants to the purchaser ("Warranty Holder") that the Products will be free from non-conformities in material that result in peeling, flaking, blistering and checking for a period of 5 years from the date of original purchase. This Limited Warranty applies only to use of the Products on Therma-Tru fiberglass door systems and Fypon stainable polyurethane products purchased and installed in the USA or Canada.

THIS LIMITED WARRANTY APPLIES ONLY WHEN THE PRODUCT IS APPLIED TO A THERMA-TRU FIBERGLASS DOOR SYSTEM OR A FYPON STAINABLE POLYURETHANE PRODUCT. IF THE PRODUCT IS APPLIED TO ANYTHING OTHER THAN A THERMA-TRU FIBERGLASS DOOR SYSTEM OR A FYPON STAINABLE POLYURETHANE PRODUCT, THEN NO WARRANTY IS MADE ABOUT THE PRODUCT AND THE PRODUCT IS PURCHASED "AS-IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not include non-conformities or damages attributable to or arising from:

- APPLICATION TO ANY FIBERGLASS DOOR SYSTEM NOT MANUFACTURED BY THERMA-TRU OR ANY STAINABLE POLYURETHANE PRODUCT NOT MANUFACTURED BY FYPON.
- Application to any product other than a Therma-Tru fiberglass door system or a Fypon stainable polyurethane product.
- Negligence; improper use or application inconsistent with Therma-Tru or Fypon's recommendations and written instructions found in the "Same-Day Stain Finishing Kit" as updated by bulletins or other written communications or on the websites [www.samedaystain.com](http://www.samedaystain.com), [www.fypon.com](http://www.fypon.com) or [www.thermatru.com](http://www.thermatru.com).
- Alteration of the Product in any manner, including but not limited to thinning the consistency of the Product.
- Improper handling or storage, including but not limited to, allowing the Products to become frozen.
- Application of Products to Therma-Tru fiberglass door systems or Fypon stainable polyurethane products NOT installed in the USA or Canada.
- Normal wear. Harsh natural environmental conditions, including by example, from substantial exposure to sun, salt spray, or airborne pollutants; other severe conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; could adversely affect the duration of the finish. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the product are not equally exposed to the sun and other environmental conditions.

### 3. CERTAIN HANDLING CONSIDERATIONS THAT AFFECT HEALTH AND SAFETY: PRODUCT SELECTION RISKS

PRODUCT SELECTION AND USE IS THE SOLE RESPONSIBILITY OF THE WARRANTY HOLDER. THERE ARE HEALTH AND SAFETY RISKS IN USING THE PRODUCTS. CAREFULLY READ THE LABELS ON THE PRODUCTS BEFORE USE. THE INSTRUCTIONS INCLUDE THE FOLLOWING GENERAL WARNINGS, BUT THESE WARNINGS ARE NOT AN EXCLUSIVE LIST OF PRECAUTIONS THAT SHOULD BE TAKEN WHEN USING THE PRODUCTS: USE ADEQUATE VENTILATION; DO NOT TAKE INTERNALLY; AVOID CONTACT WITH SKIN; KEEP THE PRODUCTS OUT OF THE REACH OF CHILDREN; SEEK LOCAL EMERGENCY MEDICAL CARE WHEN NEEDED; KEEP THE PRODUCTS AWAY FROM HEAT, SPARKS AND FLAMES. FOR ADDITIONAL HEALTH AND SAFETY INFORMATION, REQUEST FROM THERMA-TRU OR FYPON OR REFER TO THE PRODUCTS MATERIAL SAFETY DATA SHEET WHICH ARE AVAILABLE AT [WWW.SAMEDAYSTAIN.COM](http://WWW.SAMEDAYSTAIN.COM), [WWW.THERMATRU.COM](http://WWW.THERMATRU.COM) AND [WWW.FYPON.COM](http://WWW.FYPON.COM).

#### 4. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

If the Product or any components fail to meet this Limited Warranty, Therma-Tru and Fypon's sole obligation is to either (as Therma-Tru and Fypon elects):

- Provide replacement component(s) to the Warranty Holder or Therma-Tru or Fypon's dealer designated (color and graining matching not guaranteed), or
- Refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price).

Repaired or replaced components are warranted only on the same terms and for the remainder of the Warranty Period. Therma-Tru and Fypon reserve the right to discontinue or change any Product. If the Product or component is not available, Therma-Tru and Fypon may select and provide a replacement Product or component of equal quality and price. This is the Warranty Holder's sole and exclusive remedy for the Product under this Limited Warranty. By example but not limitation, this Limited Warranty does not cover any of the following costs and expenses: (i) labor for removing, reinstalling, refinishing Product (or other materials that are removed, reinstalled or refinished to repair or replace the Product); (ii) shipping/freight expenses to return the Product to Therma-Tru or Fypon; (iii) normal maintenance; (iv) consequential, special or indirect losses or damages of any kind.

#### 5. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESS 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 DURATION PROVIDED BY LAW. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THERMA-TRU® AND FYPON® DO NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

#### 6. LIMITATION OF LIABILITY

THERMA-TRU AND FYPON'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT WILL THERMA-TRU OR FYPON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY/PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS 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). SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, BUT THE WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY BY LOCATION. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THERMA-TRU OR FYPON'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCTS OR THE NON-CONFORMING COMPONENTS PURCHASE PRICE.

#### 7. CLAIMS

Claims must be initiated during the Warranty Period. To initiate a claim, please contact the builder, dealer or contractor who sold the Product.

If that party is unknown or unreachable, contact Fypon, LLC / Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 800-537-5322 or at [www.thermatru.com](http://www.thermatru.com). Claimant will be required to provide proof of the date of Product purchase and may be required to return the Product to Therma-Tru (at Claimant's expense).

Note: This Limited Warranty applies only to Products purchased and installed in the USA or Canada. For Products purchased or installed outside the USA or Canada, Therma-Tru and Fypon 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.

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