

FREIGHT POLICY AND WARRANTY

PRODUCT RECEIVING AND FREIGHT CLAIMS PROCEDURES

The Kenyon team is committed to providing excellent service. Our aim is to ensure your product arrives accurately, on time, and undamaged. We strive to standardize our shipping process on best practices, while externally working closely with carriers. As part of our commitment to meeting these objectives we ask that you fulfill the appropriate receiving procedures, which will ultimately allow us to identify opportunities or make continued improvements.

RECEIVING INSTRUCTIONS:

Please inspect the shipment immediately upon delivery. **DO NOT SIGN THE CARRIER'S DELIVERY RECEIPT UNTIL YOU HAVE INSPECTED THE SHIPMENT FOR PIECE COUNT, ACCURACY AND DAMAGE(S).**

NOTE DAMAGE AND/OR SHORTAGES ON THE CARRIER'S DELIVERY RECEIPT (POD) WITH A REPRESENTATIVE FROM THE CARRIER PRESENT BEFORE ACCEPTING THE ORDER. ALL DAMAGE AND/OR SHORTAGES MUST BE REPORTED TO KENYON'S CUSTOMER SERVICE WITHIN 24 HOURS OF RECEIVING.

The freight carrier has acknowledged receipt of this shipment from our facilities in **GOOD CONDITION**. By your acceptance of this shipment from the carrier as noted on the carrier's delivery receipt (POD), you acknowledge that the product has been delivered in good condition **UNLESS ANY DAMAGES AND/OR SHORTAGES ARE NOTED ON THE DELIVERY RECEIPT (POD) AT THE TIME OF DELIVERY.**

Sign for piece count and pallet count even in the event damage is noted. Kenyon's Glass will not be responsible for loss or damage when delivery receipts (POD) are signed clear. Again, please contact Kenyon's customer service immediately for any damage(s) and/or shortage(s) on your shipment at **(614.539.8740)**

CLAIMS FOR SHORTAGES OR DAMAGES - PREPAID SHIPMENTS ONLY

Kenyon 's Glass will accept responsibility for handling freight claims on prepaid shipments. To resolve claims on collect shipments (freight collect) please contact the carrier directly.

Visible/concealed damage(s) and/or shortage(s): Claims can be made only when it is indicated on the carriers ' delivery receipt (POD) **AT THE TIME OF DELIVERY**. The claim must then be reported by telephone, fax, or e-mail within 24 hours to Kenyon 's customer service. No claims will be allowed without the proper paperwork signed by the customer and the carrier. Maintain possession of damaged product until claim is settled for potential inspection by a carrier representative

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LIMITED WARRANTY

Kenyon's Glass (Kenyon) provides ten year limited warranty coverage against seal failure defects in Kenyon products (Products) resulting from factory workmanship and materials, as described in this limited warranty. This warranty runs only for the benefit of the first retail purchaser/owner, and is not transferable. Warranty coverage under this limited warranty runs from the date of purchase of the Products (proof of purchase is required), and applies only to warranted defects that first occur and are reported to Kenyon within the applicable warranty period. This Limited Warranty gives you specific legal rights; you also may have other rights, which vary from state to state.

This limited warranty coverage does not apply to:

- Products which are not properly glazed using neoprene setting blocks (allowing 1/8" of air space between the stiles and rails).
- Products as to which the polyurethane sealant is in contact with moisture.
- Natural imperfections in the Products, such as slight bubbles, lines, color variations, surface imperfections.
- Glass breakage.
- Ordinary wear and tear.
- Damage or claims other than seal failures.

This Limited Warranty is the sole and exclusive warranty provided by Kenyon, and all other warranties and conditions are excluded and disclaimed. **UNDER THE LAW OF CERTAIN STATES, THERE MAY BE NO IMPLIED CONDITIONS OR WARRANTIES APPLICABLE TO YOUR PRODUCT, AND ALL IMPLIED CONDITIONS OR WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED WHERE ALLOWED BY LAW.** If implied warranties are imposed under any applicable state law, all such implied warranties are limited to the duration of the applicable provisions of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

If a defect covered by this limited warranty occurs, Kenyon will repair or replace the Product, or refund the purchase price, in its sole discretion. This "repair, replacement or refund" remedy is the **sole and exclusive remedy** under this limited warranty. Kenyon has **no responsibility or liability for any incidental or consequential damages**, all of which are specifically **excluded and disclaimed** from this limited warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

In the event a defect covered by this limited warranty occurs, the Purchaser must contact Kenyon (see contact information below). The Purchaser must deliver the Product to Kenyon or an authorized Kenyon repair service (as determined by Kenyon), at the Purchaser's expense. The terms of this Limited Warranty cannot be changed or modified, except by a written agreement signed by an officer of Kenyon.

We may be contacted as follows:

Kenyon's Glass
5720 North Meadows Drive
Grove City, Ohio 43123
Phone: 614.539.8740
Fax: 614.539.8750
Email: kenyon@kenyonglass.com
Website: kenyonglass.com

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Contact kenyon@kenyonglass.com for a PDF copy of our warranty