

## **Product Warranty**

WIN-DOR INC. will repair or replace any WIN-DOR INC. brand vinyl and aluminum window or doors that are: Multi Slide Door, Folding Door, Pivot Door & Folding Window ("Product") with a defect in materials or workmanship that substantially impairs operation, or performance of the affected product for the original owner of a residence into which the product is initially installed for ten years (10), as long as the original owner owns and occupies the Residence. "Residence" is an owner-occupied single-family home, townhome, condominium unit or non-rental vacation home. The Warranty is for Product purchased on or after June 1, 2016 and installed in a Residence. Any previous warranties will continue to apply to product manufactured prior to the effective date of the Warranty. For commercial applications please see our Commercial Warranty.

TRANSFERABLITY. If the Residence is sold or it becomes occupied by other than the original owner, this Warranty remains in effect for 10 years from the original purchase date of the Product from WIN-DOR INC. ("Ship Date"). The warranty is only transferable to one subsequent owner and cannot otherwise be assigned or transferred.

REQUESTING SERVICE. WIN-DOR INC. has no obligation unless it receives prior notice and an opportunity to perform. Upon discovering an issue that may be covered under this Warranty, contact the WIN-DOR INC. Warranty Department at (714) 955-4489 or www.windorsystems.com, or through the dealer or contractor from whom you originally purchased the Product.

You must demonstrate qualification under the Warranty by providing: (1) Your name, address, daytime phone number, and proof of ownership of the property; (2) Documentation establishing product ID and date of purchase; (3) Name of the dealer or contractor that originally supplied the product; (4) Description of the problem, with photos included. WIN-DOR INC. will investigate and, for any issue covered under this Warranty, will supply the materials needed to repair the product at no charge.

WHAT THE WARRANTY DOES NOT COVER. WIN-DOR INC. does not warrant and is not responsible for conditions related to or caused by:

- Normal wear and tear; natural weathering/fading of surfaces or hardware finishes; corrosion in highly corrosive environments (It is possible for corrosion to occur within 3-4 miles off the coast and it is likely it will progressively get worse the closer the product gets to the ocean); or the effect of use of harsh chemicals (e.g. brick wash, chlorine) or abrasive cleaners to clean window or adjacent construction.
- Failure due to misuse, abuse or inadequate maintenance; product damage; alteration or modification to the window (e.g. post-sale application of tints or films, paint finishes, improperly installed security systems, or blinds); or as a result of any cause beyond the control of WIN-DOR INC. (e.g. acts of nature, environmental factors, third parties).
- Hardware finishes will be warrantied for a period of 10 years. All types of chipping, scratches due to misuse or normal wear and tear (e.g. rings or keys) will not be considered defects. Hardware finishes will naturally weather; this will include slight fading and tarnishing. Natural weathering is not considered to be a warrantied item. To help prevent components from prematurely corroding, a systematic cleaning with fresh water and a mild detergent 4 times a year should be implemented.
- Painted, Anodized, or Laminated Surfaces will be warrantied for a period of 10 years from Purchase Date. WIN-DOR INC. will repair surfaces painted by WIN-DOR INC. prior to delivery that significantly crack, pit, peel, blister, or suffer from non-uniform fading discoloration not due to environmental factors.
- Screens will be warrantied for a period of 1 year from the delivery date. They are warrantied to be free from defects in material or workmanship. Does not include holes, tears in the mesh or bent frames post-delivery.
- Laminated Glass will be warrantied for a period of 5 years from the delivery date to be free from delamination that will obstruct vision through the glass.
- Failure due to improper handling or installation not in a good workmanlike manner and conformance with industry standards; problems related to water or air infiltration around the window, mold or mildew, flaws in building design or construction, sloped glazing, or non-vertical installation; glass breakage.
- Any effect related to installation into a condition that exceeds product design standards, certified performance specifications, or not in compliance with building
  codes (including egress and fall prevention); or damage from settling or movement of the home, external forces including damage from settling, header sag,
  expansion or any other movement of building materials that would affect the operation of the Product.
- WIN-DOR INC, will not be liable for any water intrusion and or air infiltration when using ADA compliant sills or flush sills.
- Condensation, unless due to insulated glass failure. Condensation problems are related to excessive interior humidity levels; contact a heating/air-conditioning specialist for help.
- Light or heat reflected off of Product.
- Fill or retention of gases inserted in the inner space of insulated glass units.
- A variance in performance from values based on laboratory testing (e.g. AAMA, NFRC). Product components and manufacturing processes have an inherent range of tolerances, and many external factors can affect performance, such as installation, building movement, abuse, and lack of maintenance.

WIN-DOR INC. is not responsible for repainting, finishing, or replacing building materials in connection with any warranty work, or for labor and materials for the installation of the complete replacement product. If repair is not practical, WIN-DOR INC. may satisfy its obligation by shipping a replacement part of product to the original delivery site or by refunding the original price of the affected Product. Replacement for discontinued parts of Product will be with the current WIN-DOR INC. Product of nearest quality and appearance. WIN-DOR INC. requires reasonable access to nonconforming Product and may satisfy its obligation by providing a replacement part without labor if access to the Product is not safe or practical. Do not install Product if there is a problem found with the Product before installation.

DISCLAIMERS & EXCLUSIONS. This Warranty sets forth WIN-DOR INC. maximum liability for the Product and is your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause. WIN-DOR INC., disclaims any other warranties, whether expressed, implied (including merchantability and fitness for a particular purpose), or arising by operation of law trade usage or course of dealing. WIN-DOR INC. shall not be liable for special, indirect, consequential, or incidental damages, regardless of WIN-DOR INC.'s negligence. Some state and federal laws do not allow the exclusion or limitation of implied warranties, incidental or consequential damages, so the above limitations may not apply to you. Where implied warranties are prohibited by law, the duration of any implied warranty is limited to the duration of this Warranty. Claims must be presented at the same time and manner, and the relief available shall not exceed that stated herein. This Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. In no event shall the liability of WIN-DOR INC. exceed the price of the Product.

Only an officer of WIN-DOR INC. has the authority to modify or expand this Warranty, which must be in writing. The party purchasing the Product directly from WIN-DOR INC. understands that it is bound by these terms and agrees to provide this Warranty to its purchaser for delivery to the original owner of the structure into which the product was installed.

Contact us at <u>www.windorsystems.com</u> or (714) 955-4489 if you have any questions, or for additional information including care, maintenance, and installation instructions.