

# **LIMITED WARRANTY – Aluminum Frame Windows and Doors**

# LIMITED TEN (10) YEAR NONTRANSFERABLE WARRANTY:

Custom Window Systems, Inc. warrants Aluminum frame windows and doors to be free of manufacturing and/or material defects. This Warranty applies for 10 years from date of purchase under normal use and service, subject to the conditions and limitations herein listed, and as long as the original resident purchaser resides in the home in which the products were installed. If CWS products are installed in multi-family, commercial or rental properties refer to the "Commercial Applications" section of this Warranty.

This Warranty covers only those manufacturing and material defects, as specified herein and does not include defects or damages attributable to faulty or improper installation; normal weathering; defects caused by accident, fire, flood, acts of God such as lightning, tornado or hurricane; vandalism, riot or civil disorder; misuse; abuse by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere; mildew; building settlement or structural failures of walls or foundations; stresses resulting from localized heat which causes excessive temperature differentials over the glass surface edges or occurrences beyond Custom Windows control.

It is not a manufacturing or material defect if the window glass shatters, or the screen is damaged when impacted by high winds and/or wind-borne debris and the glass remains adhered to the interlayer. There is also no manufacturing or materials defect if flying glass or wind-borne debris damages the frame or screen. It is not a manufacturing or material defect if the window glass shatters or the screen is damaged when impacted by high winds and wind-borne debris that exceed the established Engineering test parameters.

This warranty is made in lieu of all other express warranties and extends only to the original consumer purchaser. In no event shall Custom Window Systems, Inc. be liable for special, punitive, indirect, incidental, or consequential damages or losses the consumer may suffer or incur in connection with this product or its use or for any delays in performance of this warranty due to circumstances beyond its control. Any warranties implied by law, including those of merchantability and fitness for use or for particular purpose are limited in duration to the express warranties herein.

# **Aluminum Frame-10 Years**

The aluminum frame is warranted for 10 years from the date of original purchase, if properly used and installed, to the original consumer purchaser, to be free of defects in material and workmanship, ordinary wear and tear excepted. The aluminum components of Custom Windows Systems products are warranted against peeling, flaking, chipping, blistering and corrosion for 10 years from the date of original purchase. If such defects occur, Custom Window Systems will provide replacement parts at no charge. Warranty on the aluminum becomes void if aluminum is painted, stained or if the surface is altered in any way.

### Hardware-10 Years

Hardware is warranted for a ten (10) year period commencing from the date of sale to the original consumer purchaser as long as he/she owns and resides in the home in which the products were installed. This warranty is not transferable and ensures only to the benefit of the original consumer purchaser. Custom Window Systems warrants hardware (locking mechanisms, fasteners, balances, etc., excluding rollers, screen and the finish on brass door handles) against peeling, flaking, rusting, blistering, and corrosion for ten (10) years from the date of original purchase. If such defects occur, Custom Windows will provide replacement parts at no charge.

# Screen Frame-10 Years

The Custom Window Systems aluminum screen frame is warranted against peeling, flaking, blistering and corrosion for 10 years from the date of original purchase. If such defects occur, Custom Window Systems will provide replacement parts at no charge.

### **Insulated Glass-20 Years**

The installed and sealed Custom Window Systems insulating glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the air space of the sealed unit. If such defects occur, Custom Window Systems will provide a replacement insulating glass unit at no charge for a period of (20) twenty years. If the glass should fail after the (20) twenty-year period then Custom Windows will cover a fixed percentage of the company's selling price for the insulating glass unit.

<b>Custom Windows Window and Doors</b>	100%	75%	50%
	0-20	21-50	51 Years-
	vears	vears	Lifetime

Condensation on windows or doors, which may occur as the natural result of humidity within the house or building and interior/exterior temperature differentials, does not indicate a defect in the window or door and is not included in this Warranty. Additional information concerning condensation is available upon request at 1-800-550-1081

The alteration or application of any aftermarket films, coatings, tints or other similar products not originally supplied by Custom Window Systems will unconditionally void this Warranty.

## **Stress Cracks**

In products specifically covered by this warranty, CWS warrants against stress cracks in glass panels for a period of 12 months after the date of delivery by CWS. Stress cracks in glass panels can result from natural settlement or extreme thermal changes between inside and outside



temperatures. Stress cracks are not the result of defects in materials and/or workmanship. In the event of a stress crack during the 12-month warranty period, CWS will ship a replacement panel to the original owner at no cost (installation costs are not covered).

### **Laminated Glass Unit (Icon Series Only)**

The glass is warranted to be free of defects resulting in material obstruction of vision or delamination for a period of ten (10) years from the date of delivery by CWS.

#### **Claims**

Any claims for defect under this Warranty should be submitted in writing promptly after discovery to the contractor who installed the Custom Window Systems product. The claim must refer to the product order number (located in the head of product) and specify the defect claimed. Allow a reasonable time for inspection.

# CUSTOM WINDOW SYSTEMS, INC -ALUMINUM FRAME WINDOWS AND DOORS

# Repair Procedure

This Warranty is limited to Custom Window Systems, at its option, repairing and/or replacing defective parts (color matching not guaranteed) free of charge to the warranty holder. If, after inspection, it is determined that the claim is valid in accordance with the provisions of this Warranty, Custom Windows agrees, at its option, to repair or replace any defective part or component as warranted above when said defective part or component is returned to Custom Window Systems. Purchaser/property owner shall pay return transportation charges.

#### Labor

Labor costs are not included under this Warranty and neither Custom Window Systems nor its distributors will be responsible for any costs incurred in the removal, replacement, installation or reinstallation of the Custom Window Systems product or any part thereof, furnished by Custom Windows under this Warranty.

# **Warranty Extension**

The original warranty period shall not be extended by any such repair or replacement, but any remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this Warranty to the repaired part of component of the Custom Window Systems product.

### Product Changes

Custom Windows reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and Custom Windows determines to make replacement, Custom Windows shall have the right to substitute such part or component designated by Custom Windows to be of equal quality and price.

# **Commercial Applications**

If Custom Window Systems products are installed in a building operated as a multi-family dwelling or used for commercial purposes or rental properties such as schools, churches, apartment complexes, government owned structures, office buildings, etc., then this Warranty will be limited to five (5) years on all materials and will not be transferable.

### **Other Warranty Considerations**

On some installations, caulking is used to seal the frames or trim package against water or air penetration. Caulking is not considered a part of the Custom Window Systems product, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the homeowner.

This Warranty is valid only if products manufactured by Custom Windows are used, but shall be void if accessory products not manufactured by Custom Windows are installed that cause defects to occur in the Custom Windows products.

The warranty statements contained in this certificate set forth the only express warranties extended by Custom Window Systems on Aluminum frame products, and the provisions hereof shall constitute the purchaser's exclusive remedy for breach of this Warranty given under this certificate. Custom Windows shall not be liable to property owner for incidental or consequential damages for breach of any written or implied warranty on Custom Window Systems aluminum products.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitations of incidental or consequential damages, so that the above limitation or exclusion may not apply.

This Limited Warranty gives specific legal rights. There may be other rights that may vary from state to state.



# CUSTOM WINDOW SYSTEMS, INC -ALUMINUM FRAME WINDOWS AND DOORS

Custom Window Systems, Inc. 1900 SW 44<sup>th</sup> Ave. Ocala, Florida 34474 800-550-1081

Sold to	Name
Address	
Date	