

Workmanship & Materials

Ten Year Limited Warranty



WWS Acquisition, LLC dba Western Window Systems (“Western Window Systems”) guarantees and warrants, to the original purchaser, subject to the conditions and restrictions stated below, that each window and door product shall be free of defects in workmanship and materials, for a period of ten (10) years from the invoice date (“Workmanship & Materials Limited Warranty”).

If any such failure occurs during the first ten (10) years from the invoice date Western Window Systems will, in its sole discretion, provide the replacement parts necessary to make the repairs, without charge, FOB nearest Western Window Systems’ shipping point or provide a refund equal to the cost of such replacement parts. The warranty on the replacement parts will extend only for the balance of the warranty period of the original product. In no event shall Western Window Systems be responsible for the cost of labor, installation, sales tax, finishing, or any other associated or incidental cost, for either the original or the replacement parts, unless expressly required by state law.

Additional express limited warranties may be offered by third-party component manufacturers; contact your Registered Dealer for further details.

Exclusions

This Workmanship & Materials Limited Warranty may not apply to certain oversized (96x144 inches or greater) or laminated glass units; contact your Registered Dealer for details. It also does not cover conditions that are not product defects or are caused by factors outside of Western Window Systems’ control, including without limitation:

- minor glass imperfections, that are allowable under applicable ASTM or other industry standards
- condensation, frost, mold, mildew, corrosion, or fungus on product surfaces
- temporary thermal expansion or bowing resulting from direct sunlight and/or significant differential between indoor and outdoor temperatures
- defects in exterior finishes, resulting in cracking, peeling, and other loss of adhesion in coastal applications.

This Workmanship & Materials Limited Warranty shall be void under the following conditions:

- the unit is shattered, cracked, broken or damaged for any reason
- the unit is not installed or maintained in accordance with Western Window Systems’ written installation instructions (including glazing instructions) and Care and Maintenance Guide, AAMA standards, and applicable building codes
- the unit is not properly weeped to avoid accumulation of moisture or water
- non-standard installation, including without limitation, units installed in other than a vertical plane, sloped glazing, or out-of square
- the unit is subjected to stresses, including without limitation, stresses resulting from structural settlement or vibration, soils movement, or other movement of the building foundation, localized application of heat causing excessive temperature differentials over the glass surfaces or edges, or exposure to corrosive materials, including without limitation, sulfur or chlorine
- the unit is subjected to high humidity, including without limitation, installation near pools, hot tubs or saunas
- aftermarket tints, coatings, films or other modifications have been applied to the unit
- the unit has been exposed to extreme weather or atmospheric conditions or Acts of God
- decorative art glass is sealed between the panes
- the unit has been modified or altered by the original purchaser or any other third-party
- the unit has been improperly used or maintained
- the unit was installed in a high altitude application without capillary tubes or has capillary tubes but was not installed in a high altitude application
- the unit was sold or installed outside the United States, Canada, or Mexico

Disclaimers and Limitations

Disclaimers

This workmanship & materials limited warranty is the exclusive warranty offered by Western Window Systems with respect to the workmanship and materials of its products. Western Window Systems expressly disclaims all other representations, warranties, conditions, or covenants of any kind, either statutory, express, or implied including without limitation, any implied warranties of merchantability or fitness for a particular purpose, use, climate, condition, durability, or suitability for a particular project or design.

In the event state law precludes exclusion or limitation of implied warranties, the manner of presenting any claim thereon shall be the same as that provided in the express warranty stated herein. Any product or component that is not subject to this Workmanship & Materials Limited Warranty or another express limited warranty offered by Western Window Systems is provided **AS IS** and without warranty.



Limitations

Western Window Systems will not be liable for any incidental, consequential, indirect, special, contingent, or punitive damages for: (i) any claim, whether based on a breach of warranty, breach of contract, tort, strict liability or otherwise; (ii) the tender of defective or non-conforming goods; (iii) breach of any other provision of this limited express warranty; (iv) claims arising from contracts between Western Window Systems' registered dealers and their customers, agents, employees, subcontractors, end-users or other third-parties; or (v) any loss or claim, including without limitation, water intrusion and related damage, arising out of or in connection with any third-party recommendation, installation, modification or repair. In no event will Western Window Systems' liability exceed the purchase price paid for the subject product or component.

No distributor, dealer, employee or representative of Western Window Systems may change, extend, or in any way modify this workmanship & materials limited warranty, either orally or in writing, and any such modification will have no force or effect.

Suitability

Western Window Systems is not responsible for determining the suitability of any product for a particular project, design, application, climate, condition, use, or customer need or purpose. Western Window Systems is also not responsible for determining whether the incorporation of its products into a building design will achieve a particular third-party certification or standard as windows and doors are only one factor in the building envelope. Determining such product suitability is the responsibility of the architect, contractor, registered dealer, installer, owner, user, and/or other construction professionals. Western Window Systems will also not be responsible for any claims or damage arising from inappropriate selection of products, faulty building design or construction, improper installation, or inaccurate orders.

Western Window Systems also does not control the application or selection of its product configurations, sealant, or glazing materials and assumes no responsibility therefore. It is the responsibility of the architect, contractor, registered dealer, installer, owner, user, and/or other construction professionals to make these selections in strict compliance with applicable laws and codes.

These limitations of warranty and liability shall survive and apply, even if the exclusive remedy described in this workmanship & materials limited warranty is deemed to fail for its essential purpose.

Conditions and Procedures

Procedures

Claims under this warranty must be made in writing to the registered dealer from whom the product was purchased and to Western Window Systems at 2200 E. Riverview drive, Phoenix, AZ 85034 and include: (1) your name, address, and telephone number; (2) proof of purchase; (3) Western Window Systems order number; (4) proof of home ownership; (5) the date the alleged condition was first observed; and (6) a specific description of the alleged condition. All warranty claims must be made as soon as practicable after discovery of the alleged condition and in all events within the applicable warranty period and prior to the beginning of any repair work.

Governing Law

This workmanship & materials limited warranty will be governed by and construed in accordance with the laws of the state of arizona, without regard to conflicts of laws rules. All claims, disputes, or controversies arising out of or relating to this warranty, or the breach thereof, shall be submitted to arbitration in Phoenix, Arizona by a single arbitrator, mutually agreed to by both parties. Such arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") for U.S. Sales. Any judgment on the award rendered by the arbitrator may be entered in any U.S. Court having jurisdiction.

No Waiver

In the event Western Window Systems decides, in its sole discretion, to deviate from any of the conditions or limitations described in this workmanship & materials limited warranty, such exception shall apply only to the limited circumstance and limited time for which it was granted and shall not be construed as a waiver of Western Window Systems' right to strictly enforce any condition or limitation hereunder.

This workmanship & materials limited warranty is effective for all units manufactured by Western Window Systems after August 1, 2017 and all previous warranties shall be considered null and void as to such product.