



## SIW SOLUTIONS **LIMITED WARRANTY**

This Limited Warranty applies to SIW Solutions, LLC (“SIW”) windows and exterior doors purchased on or after the Effective Date from SIW or an authorized SIW dealer and installed in the State of Florida. This Limited Warranty extends to the original owner of the structure in which the products are originally installed and is non-transferable.





## EXCLUSIVE REMEDY

This Limited Warranty is made as of the original date of product purchase and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited Warranty, SIW will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. SIW will attempt to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

## INSULATING GLASS

Standard insulating glass is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for ten (10) years. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years.

## LAMINATED GLASS

Laminated glass is warranted against defects resulting in material edge separation or delamination for ten (10) years.

## HARDWARE AND SCREENS

Hardware and moving components are warranted against manufacturing defects resulting in impaired function or mechanical operation for ten (10) years. Screens are warranted against manufacturing defects for three (3) years. Normal wear and tear, and naturally occurring changes, such as tarnish, corrosion, oxidation, erosion, or discoloration of finishes are excluded. Screens are not designed to and will not prevent falls. Window Opening Control Devices (WOCDs) are not a substitute for careful supervision of children; WOCDs are manufactured by third parties and are provided AS IS and without warranty.

## FRAME

Aluminum components are warranted manufacturing defects resulting in a loss of structural integrity for twenty (20) years.

## FINISH

Standard powder 10/10 paint finishes are warranted against manufacturing defects resulting in blister or peel for ten (10) years in non-coastal applications and for five (5) years if installed within three (3) miles of a sea coast or other salt / brackish water source.

Kynar® and other AAMA 2605 finishes are warranted against manufacturing defects resulting in chalk, fade, and loss of adhesion



## **FINISH**

(peel), per the American Architectural Manufacturer's Association's (AAMA) Specification 2605-11 Sections 8.4 and 8.9, for twenty (20) years in non-coastal applications. These finishes are warranted against manufacturing defects resulting in abnormal deterioration caused by corrosion and/or loss of adhesion for ten (10) years if installed within two (2) miles of a sea coast or other salt / brackish water source). "Abnormal deterioration" means damage to the finish (such as peeling, flaking, or blistering) beyond what is normal for an ocean coastline environment.

Anodized or other specialty finishes are not covered.

## **EXCLUSIONS**

Damage, defects, or problems resulting from causes outside SIW's control are excluded from coverage. Exclusions include, without limitation:

### **Installation, Maintenance, and Acts of God**

- installation not in conformance with best practices and applicable building codes
- improper or non-standard field finishing
- non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square
- installation or use in applications exceeding design standards
- improper protection from the elements, including an overhang extending out at least  $\frac{3}{4}$  the distance from the bottom of a door to where the overhang begins and extending at least 3' past both sides the opening
- field mulls; field finishes
- installation or use near pools, saunas, hot tubs, or other high-humidity environments or sources of chlorine
- failure to follow SIW's care and maintenance instructions
- use of razor blades or other inappropriate cleaners or chemicals

- misuse, abuse, modification, alteration, accident, negligence
- shifting or settling of the structure in which the product is installed
- extreme weather events, including but not limited to hurricanes or wind-driven water; extreme or unusual atmospheric conditions
- normal wear and tear; normal discoloration or fading of finishes
- glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- war, insurrection, civil unrest, terrorism, or Acts of God

### **Moisture Management**

Products installed in wall systems that do not allow for proper moisture management are not covered.

### **Thermal Efficiency**

SIW does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time. Thermal efficiencies vary with the application of the product. SIW does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

### **Condensation**

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

### **Maintenance**

Hardware on windows and doors must be cleaned, cleared of debris, and lubricated semi-annually. Aluminum, glass and weather stripping must be washed with a mild soap solution and a soft rag every four (4) months. Glass surfaces can be cleaned with a commercial glass cleaner and paper towel. Products installed in coastal applications require more frequent cleaning and maintenance. Failure to properly maintain the product will void the warranty.

## **DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS**

### **Disclaimers**

This Limited Warranty is the only warranty, written or oral, express or implied, provided by SIW. No dealer, employee, or agent of SIW, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of SIW. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written SIW product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY SIW PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

### **Limitations**

IN NO EVENT WILL SIW BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL SIW'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

### **Certifications and Ratings**

Many standard SIW products are labeled with Florida Affirmations. These are based on the performance of a single sample of the product at the time of manufacture. Performance of individual products may vary and will change over time, depending upon the conditions of use. Certifications, ratings, and affirmations are not performance warranties. For additional information, see [www.NFRC.org](http://www.NFRC.org), and [www.floridabuilding.org](http://www.floridabuilding.org).

### **Suitability & Compliance**

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any SIW product, and the design and installation of any flashing, sealing, drainage or water management system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. SIW will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection or compatibility of products.

### **Warranty Claims**

Warranty claims must be submitted in writing within sixty (60) days of the appearance of the defect and within the applicable notice period. Submit claims to the dealer from which the SIW products were purchased, or to SIW's Customer Service department at [www.siwimpactwindows.com](http://www.siwimpactwindows.com).



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