

# Warranty

3.2017

CGI Commercial, ("CGIC"), warrants to the original purchaser that all CGIC manufactured product shall be free of material defects in manufacturing and/or materials for the period specified below after the date of delivery by CGIC. This warranty applies when such products are installed in a vertical application in accordance with CGIC's instructions and industry guidelines, under normal use and service, subject to the conditions and limitations herein listed. CGIC'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS, PARTS OR GLASS, AT CGIC'S OPTION. CGIC SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE OUT OF A CLAIM FOR BREACH OF THIS WARRANTY.

This warranty covers only those manufacturing and material defects as specified herein and does not include defects or damages attributable to improper fabrication, assembly, installation and or application of product, storage, use or maintenance; normal weathering; highly corrosive or otherwise abnormal environments; defects or damages caused by accident, fire, flood, acts of God, multiple hurricanes, water intrusion, including but not limited to water intrusion caused by wind-driven rain due to high wind events, vandalism, riot or civil disorder; building settlement, excessive building movement or structural failures of walls or foundations; stresses resulting from localized heat which causes excessive temperature differentials over glass surface edges, incompatibility with other coatings, sealants, gasket lubricants, insulation, setting blocks, or any other materials or occurrences beyond CGIC's control. This warranty specifically excludes any and all applications where CGIC Glass units are in excess of fifty (50) square feet or are installed in horizontal or sloped glazing projects.

CGIC expressly assumes no responsibility for and this limited warranty does not cover laminated glass: (i) with edge fabrication or edges exposed to the elements; (ii) installed in structural glazing; (iii) with butt joints or point support systems; (iv) installed in or around swimming pools, spas, greenhouses or any other environment that has continuous or cyclical high moisture.

This warranty shall be null and void if full payment is not received for goods and services within the agreed upon terms of sale and credit terms; if harmful solvents are used to clean the glass or surrounding frame members; if the frame members are not maintained in accordance with AAMA standards; or if the frame members are painted or coated in any way or if any "aftermarket" products are applied to the CGIC product such as window films. Additionally, this warranty shall be null and void if CGIC Glass has not been stored, transported, installed and maintained in accordance with NOA Product Approvals as well as guidelines and procedures published by GANA, AAMA, and IGMA.

Caulking is used on some installations to seal the frames (or trim package) against water or air penetration. Caulking is not considered a part of the CGIC product and therefore, is not covered under this warranty. Caulking is normally considered a maintenance responsibility of the owner.

CGIC'S SOLE RESPONSIBILITY UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING (COLOR MAY VARY DUE TO AGE, WEATHERING OR DYE LOT DIFFERENCES), FREE OF CHARGE OR AT A PRORATED PRICE PER GUIDELINES OF THIS INSTRUMENT, ANY PART OR PARTS THAT DO NOT COMPLY WITH THE TERMS OF THIS WARRANTY. THE ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED BY SUCH REPAIR OR REPLACEMENT.

CGIC reserves the right to discontinue or change the design and specification of any product it manufactures. Should the component of the window/door originally installed not be available, CGIC shall have the right to substitute such part determined by CGIC to be of equal quality and performance.

NO WARRANTY SHALL BE EXTENDED FOR SPONTANEOUS OR ACCIDENTAL GLASS BREAKAGE, OR GLASS BREAKAGE DUE TO ANY OTHER CAUSE.

This warranty only applies to the original purchaser and is not assignable or transferable.

### THIS WARRANTY COVERS ONLY THOSE CGIC PRODUCTS SPECIFICALLY LISTED BELOW:

Basic Coverage	5 years- anodize finish
	5 years- painted finish
Hardware, Screen and Moving Parts	1 year
Insulating Glass	10 years
Laminated Glass	5 years

#### **IMPORTANT COVERAGE INFORMATION:**

#### **Frame**

Anodize and painted aluminum components are warranted to be free of defects in materials and workmanship after the date of delivery by CGIC. It is typical for anodized products to have color variation and processing marks that occur during manufacturing. These are not considered defects or covered under the warranty. Warranty is null and void if any aluminum component has direct contact with copper treated wood, such as Alkaline Copper Quaternary (ACQ).

# **Hardware, Screens and Moving Parts**

CGIC warrants that mechanical operation of hardware, screen and moving components will be free of material defects and workmanship. The effects of naturally occurring changes such as tarnish, corrosion, oxidation, erosion, discoloration and normal wear and tear; handles, closers, push/pull & panic bars, or other add-on hardware are specifically excluded from this warranty.

#### **CGIC Glass**

All CGIC Glass products must be installed within 30 days of delivery to prevent damage from moisture and potential warping. Architectural Glass has prevalent characteristics such as bubbles, discolorations, blurs and scratches. These are expected, as they are inherent qualities that meet or exceed standard specifications for flat glass ASTM C 1036, heat treated flat glass ASTM C 1048 and laminated architectural flat glass ASTM C 1172. Heat strengthened or tempered glass may have distortions as an inherent quality. Glass with special coatings may require special cleaning; follow GANA Glass Informational Bulletins 01-0300 "Proper Procedures for Cleaning Architectural Glass Products" and 02-0402 "Heat-Treated Glass Surfaces are Different" for care and maintenance.

#### **Laminated Glass Unit**

CGIC Laminated Glass Units are warranted to be free of defects resulting in material obstruction of vision or delamination from the date of delivery by CGIC. In the event of a material defect, CGIC will ship a replacement at no cost (installation costs are not covered).

## **Insulated Glass Unit**

CGIC Insulated Glass Units are warranted to be free of defects resulting in material obstruction of vision or film formation caused by dust or moisture in the dead air space of a sealed unit from the date of delivery by CGIC. In the event of glass failure, CGIC will ship a replacement at no cost (installation costs are not covered).

**Supplemental Export Warranty Language** – CGIC products installed outside of the continental United States limits this warranty as follows. CGIC will provide replacement parts or refunds at its sole discretion, but will not be responsible for doing on-site inspections or warranty repairs.

Basic Coverage	5 years- painted finish
	Anodize finish excluded
Hardware, Screen and Moving Parts	1 year
Insulating Glass	5 years
Laminated Glass	5 years

# **Owner Responsibility**

The life of your windows and doors increases with proper care and maintenance. Products require reasonable care and periodic cleaning. In salt-air environments increased care and maintenance is required.

# **Claims**

Any claim for defect under this warranty must be submitted, in writing, immediately after discovery to the independent distributor from whom the product was purchased and within the warranty period specified above. If you cannot locate the independent distributor from whom the product was purchased, you may contact CGIC for assistance at cutomerservice@commercialcgi.com or 305.718.8890. To help us serve you better, all claims must include proof of purchase, product identification or order number, the address where the product is installed and a description of the problem.

CGIC products are tested and manufactured to current fenestration standards.

Some states do not allow the exclusion or limitation of incidental consequential damages or the limitation of remedies for a breach of warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. NO DISTRIBUTOR, DEALER OR REPRESENTATIVE OF CGIC HAS THE AUTHORITY TO CHANGE OR MODIFY THIS WARRANTY IN ANY RESPECT, EITHER ORALLY OR IN WRITING. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, CGIC MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND NO WARRANTY OF NONINFRINGEMENT.