



D/J WINDOWS & DOORS LIMITED LIFETIME WARRANTY

At D/J Windows & Doors (herein, “Company”), we are proud of the quality and craftsmanship of our windows and doors and are pleased to offer you the following 25-year limited lifetime warranty (“Warranty”) on our products for materials and 1 year labor from the date of purchase at no additional cost to you. Our windows and doors, when installed in your new custom home or remodeling/replacement application, are warranted to be free of defects in materials that may unreasonably affect their performance in normal use. This Warranty applies only to the original purchaser of the home that utilizes our products/materials (“Purchaser”) for as long as that Purchaser owns and occupies their single-family home.

TERMS & CONDITIONS

1. **Exclusions.** Every effort is made to ensure that your new windows and doors remain trouble free year after year. Of course, some circumstances are beyond our Company’s control and are not covered by this warranty. The following items are not covered by this warranty:

- Improper installation, use or maintenance
- Small scratches, marks, slight glass curvature or other minor imperfections in the glass or vinyl
- Failures due to product modifications or window shading (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Water infiltration other than because of a defect in manufacturing or materials
- Normal wear and tear such as natural fading or weathering of exterior finishes,
- corrosion of hardware and painted surfaces in coastal areas
- Incidental and consequential damage such as chemical burns/yellowing due to use of harsh cleaning products or other agents
- Damage caused by earthquakes, floods, winds, or other “acts of God”
- Damage caused by misuse, house settling, or vandalism
- Any costs associated with the use of scaffolding or lifts or any painted finish on vinyl installed in desert areas

2. **Limited Lifetime Warranty Coverage.** The Company’s Warranty covers the following:

2.1 **Products**

- **Frame: 25 Years.** The vinyl sash and frame members will be free from defects such as cracking, peeling, flaking, or blistering.
- **Glass: 10 Years.** The insulated glass will not develop a build-up of moisture between the panes of glass. At its discretion, Company will supply either replacement glass or a full panel.

- **Screen: 6 Months.** Screens are warranted against defects in material for a period of 6 months.

2.2 **Foiled Products.** Foiled products are covered for 10 years. Company will mail foiled/nonconforming items but is not responsible for labor.

2.3 **Installation.** Warranty for installation shall be for 1 year from the date of original installation.

2.4 **Service Radius.** 60 air miles from the Company’s location and must first be authorized and scheduled with a Company representative.

3. **Condensation, Mold, and Mildew.** Condensation on the glass is a natural result of excessive moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity level may prevent problems such as mold, mildew, and related health risks. In no event shall Company be liable for special incidental or consequential damages resulting from condensation, mold, or mildew; or for damage resulting from special risks assumed by the Purchaser.

4. **Residential Dwelling.** Company will provide parts to correct a nonconformity for a claim made by the original purchaser of an “Owner-Occupied Residential Dwelling” (includes any single-family detached home, townhome, or condominium unit used by owner as a personal residence) as follows:

- **Mainframe:** at no charge during the lifetime of the product as installed.
- **IGU & Components:** at no charge within 20 years of the date of manufacture (“Manufacture Date”).

5. **Limitation of Remedies.** This express warranty is in lieu of all implied warranties including merchantability and fitness for particular purpose. Company excludes and will not pay for incidental or consequential damages and its liability will in all instances be limited to repair or replacement or refund of actual purchase price of the defective product. Company’s liability shall not exceed the price of the affected product. Further, any act or omission of Company does not create a new warranty or extend the term of this Warranty. Company makes no representation regarding the useful life of its products.

6. **Warranty Claim Process.** Client must submit a claim to the Company in writing within 30 days of discovering the perceived nonconformity. Notice must include contact information, order number, and description of the issue. Photographs are required unless unobtainable. Company shall investigate and respond in a timely manner per the terms of this warranty, including inspecting the product at its option. Purchaser must wait 45 days after submitting the Notice to initiate a legal proceeding to allow Company the opportunity to investigate and tender a resolution for issues claimed.

*Please note: replacement products may not be an aesthetic match to the original. Company reserves the right to discontinue or modify its products. When that occurs, Company shall substitute parts or product of equal value or quality. If unable to provide a replacement product and repair is not commercially practicable or cannot be timely made, company may elect to refund the purchase price of the affected product in full satisfaction of its obligations.

7. **Caring for Your New Window and Door.**

- Keep the lower sill channel clean and free of dirt and debris
- Apply a small amount of spray lubricant to rollers on movable window/door panel(s), wiping off any excess
- Clean glass and frame members with a mild soapy solution and rinse with clean water (a mild glass cleaner may be used) DO NOT USE steel wool, abrasive cleaners, wire brushes, petroleum base solvents, corrosive materials, acetone thinner

- Screens may be vacuumed to remove dust or may be washed with a soft brush and a mild soapy solution, then rinsed with clean water
- Sliding door rollers may be adjusted for proper height clearances. These rollers can be adjusted with a screwdriver through access holes in either the end or the side of the sliding panel bottom part
- Check sliding door lock strike placement after adjusting the door rollers. This

adjustment can be made by loosening screw fasteners, moving strike plate and tightening. Re-check for proper lock operation

- Make sure exterior weep holes are not obstructed by debris
- Use a small soft brush, like an old toothbrush, to clear weep hole openings as needed

8. **Caution.** Use of any petroleum based or corrosive materials on insulated glass surfaces is not recommended. This includes oil-based lubricants. These products may damage the insulating properties used in the window and may void all warranties. Tinting or placing foil on the internal side of the windows and doors can cause excessive heat gain and can result in damaging insulated glass.
9. **Modification and Waiver.** No modification or waiver of this warranty or any part hereof shall be effective unless in writing and signed by the party or parties sought to be charged therewith. No waiver of any breach or condition of this Warranty shall be deemed to be a waiver of any other or subsequent breach or conditions, whether of like or different nature.
10. **Governing Law.** This warranty will be governed by and interpreted under the laws of the state of California and any litigation will be brought in the courts of that State.
11. **Severability.** If a court or arbitrator determines that a provision in this warranty is invalid or not enforceable, that determination will affect only that provision. The provision will be modified only to the extent needed to make it valid and enforceable. The rest of the warranty will be unaffected.
12. **Force Majeure.** If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party’s reasonable control (“Force Majeure”) and if the Company unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crises, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages.
13. **Electronic Signatures.** Each Party agrees that this warranty and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this warranty, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Warranty Request Required Information

Purchase Date: _____
 Invoice No. _____
 Homeowner Name: _____
 Homeowner Address: _____
 Homeowner Phone Number: _____

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