



Limited Warranty

(FOR PRODUCTS PURCHASED ON AND AFTER DECEMBER 12, 2018)

THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS AND PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY ASSURA. THE WARRANTIES AND REMEDIES CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THIS DISCLAIMER OF IMPLIED WARRANTIES MAY BE LIMITED OR INEFFECTIVE IF PURCHASER IS A CONSUMER, AS THAT TERM IS DEFINED BY THE MAGNUSON MOSS ACT, 15 U.S.C. § 2301, IN WHICH CASE THE DURATION AND REMEDIES OF ANY IMPLIED WARRANTIES IS LIMITED TO THE EARLIER OF EITHER THE APPLICABLE STATUTE OF LIMITATION OR REPOSE, AND IN NO CASE WILL ANY IMPLIED WARRANTY EXTEND BEYOND THE TERM OF THE EXPRESS LIMITED WARRANTY DEFINED HEREIN.

THIS LIMITED WARRANTY APPLIES TO THE WINDOW AND/OR DOOR PURCHASED ON AND AFTER DECEMBER 12, 2018 (THE "EFFECTIVE DATE") FROM AN AUTHORIZED ASSURA DEALER, AND EXTENDS TO THE PURCHASER FOR AS LONG AS THE PURCHASER OWNS AND RESIDES IN THE HOME WHERE THE PRODUCT IS ORIGINALLY INSTALLED.* THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

Subject to the terms and conditions set forth herein, Assura Windows and Doors, LLC, a Delaware limited liability company ("Assura") warrants to the consumer who originally purchases a product manufactured by Assura ("Purchaser") that said product shall be free of material defects in manufacturing and/or materials for the relative warranty period specified herein (the "Warranty Period"), as measured from the date of delivery by Assura to the Purchaser or Purchaser's agent or contractor, as the case may be ("Warranty"). Excluded from this Warranty are cosmetic issues such as scratches and dents.

WITH RESPECT TO ANY DEFECTIVE PRODUCT DURING THE WARRANTY PERIOD, ASSURA WILL, IN ITS SOLE DISCRETION, EITHER: (A) REPAIR OR REPLACE SUCH PRODUCT (OR THE DEFECTIVE COMPONENT PART), OR (B) REFUND THE AMOUNT PAID TO ASSURA FOR SUCH PRODUCT.* ASSURA SHALL NOT BE LIABLE FOR ANY LABOR OR DELIVERY COSTS INCURRED IN REPAIRING OR REPLACING THE PRODUCT.

IN NO EVENT WILL ASSURA'S LIABILITY EXCEED THE ACTUAL AMOUNT PAID TO ASSURA FOR THE DEFECTIVE PRODUCT OR COMPONENT PART. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND IS THE EXCLUSIVE REMEDY AVAILABLE TO PURCHASER.*

ASSURA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT THAT MAY ARISE OUT OF A CLAIM FOR BREACH OF THIS WARRANTY OR ANY BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. THE ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED BY ANY SUCH REPAIR OR REPLACEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION OF REMEDIES FOR A BREACH OF WARRANTY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

* For alternative Warranty language applicable to installation of Assura product in (A) a property located outside of the 48 contiguous United States and District of Columbia, (B) a residential home not owned and continuously occupied by the Purchaser, or (C) a commercial, multi-family, condominium or investment property, see end of Limited Warranty terms below.

This Warranty covers only those manufacturing and material defects as specified herein and does not cover defects or damages attributable to: (a) transportation; (b) storage; (c) improper installation, application, use, handling or maintenance; (d) aftermarket product modifications; (e) normal weathering and other normal wear and tear; (f) corrosive or otherwise abnormal environments; (g) installation or use near pools, saunas, hot tubs, or other high-humidity environments; (h) accident, fire, flood, acts of God including, but not limited to, earthquake, tropical storm, hurricane or tornado; (i) water intrusion, including but not limited to water intrusion caused by wind-driven rain due to high wind events, pressure cleaning or subjecting product to high pressure spray of any kind; (j) vandalism, riot or civil disorder; (k) building settlement, excessive building movement or structural failures of walls or foundations; (l) stresses resulting from localized heat and/or cold which causes excessive temperature differentials over glass surface edges; (m) cosmetic issues such as scratches and dents; or (n) occurrences beyond Assura’s control.

Assura makes no representations, warranty or guaranty, express or implied, as to the performance of its product in a tropical storm, hurricane or tornado.

This Warranty shall be null and void if: (a) materials were not installed according to Assura’s installation instructions; (b) if product has not been maintained or preventative maintenance performed in a manner recommended by Assura; (c) if harmful solvents are used to clean the product; (d) if any portion of the product is painted or coated in any way other than factory applied paint; or (e) alterations to the frame, hardware, or if any “aftermarket” products, such as, but not limited to window films, or decorations, are applied to Assura product. Additional specifications regarding the annulment and voiding of this Warranty are set forth in “Important Coverage Information” below.

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 Assura product and, therefore, is not covered under this Warranty. Caulking is a maintenance responsibility of the owner.

REPLACEMENT PRODUCT MAY NOT MATCH THE COLOR OF THE ORIGINAL PRODUCT, OR THE COLOR OF THE REMAINING WINDOWS AND DOORS IN THE HOME, AS COLOR MAY VARY DUE TO AGE, WEATHERING, DYE LOT DIFFERENCES OR OTHER FACTORS. ASSURA WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SUCH COLOR DIFFERENCES ASSOCIATED WITH ANY REPLACEMENT PRODUCT OR COMPONENT PART, AND WILL NOT BE REQUIRED TO HAVE THE REPLACEMENT PRODUCT OR COMPONENT PART “MATCH” THE COLOR OF THE ORIGINAL PRODUCT OR COMPONENT PART THAT IS BEING REPLACED, OR ANY OF THE WINDOWS OR DOORS THAT REMAIN IN THE HOME.

Assura reserves the right to discontinue or change the specification of any product it manufacturers. Should the component parts of the window or door originally installed not be available, Assura shall have the right to substitute such component part as determined by Assura to be of equal quality and performance. Assura shall not be liable if such component part does not match the original component part or any of the windows or doors or their component parts that remain in the home.

LISTED BELOW ARE THE WARRANTY PERIODS APPLICABLE TO SPECIFIC PRODUCT INSTALLED IN A SINGLE FAMILY RESIDENTIAL HOME LOCATED WITHIN THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA OWNED AND CONTINUOUSLY OCCUPIED BY PURCHASER. THESE WARRANTY PERIODS BEGIN ON THE DATE OF DELIVERY BY ASSURA TO THE PURCHASER OR PURCHASER’S AGENT OR CONTRACTOR.**

	Paint and Aluminum Finish	Insulated Glass	Laminated Glass	Hardware and Moving Parts	Screens	Stress Cracks
Aluminum Non-Impact Series (200, 580, 600, 4000, 6800)	1 Year	1 Year	None	1 Year	1 Year	None
Aluminum Impact Series (200, 249, 300, 390, 525, 605, 747, 805, 1800, 2500, 4100)	3 Years, 1 Year coastal environment***	5 Years	5 Years	1 Year	1 Year	None
Vinyl Non-Impact Series (10000, 10100, 10200)	None	1 Year	None	1 Year	1 Year	None

** For alternative Warranty Periods applicable to installation of Assura product in (A) a property located outside of the 48 contiguous United States and District of Columbia, (B) a residential home not owned and continuously occupied by the Purchaser, or (C) a commercial, multi-family, condominium or investment property, see end of Limited Warranty terms below

*** “Coastal environment” is defined as being within ten (10) miles of sea coast or other salt water source.

Vinyl Impact Series (9500, 10000, 10100, 10200)	None	5 Years	5 Years	1 Year	1 Year	None
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IMPORTANT ADDITIONAL COVERAGE INFORMATION:

The Warranty is further clarified as follows, subject in all instances to the terms and conditions stated herein.

Aluminum Components - Included in Warranty is warranty that the class 1 clear anodized finish is free from manufacturing defects resulting in cracking, crazing, flaking or blistering. Maintenance of clear anodize finishes must follow Assura maintenance procedures. It is typical for anodized products (i.e., aluminum components) to have color variation and dye processing marks that occur during manufacturing. These color variations and dye processing marks are not considered defects and are not covered under this Warranty. This Warranty is null and void if any aluminum components has direct contact with a copper treated wood, such as Alkaline Copper Quaternary (ACQ). Scratches are excluded from this warranty.

Vinyl Components – Included in Warranty is warranty that vinyl components are free from manufacturing and materials defects resulting in blistering, chipping, cracking, peeling, corroding or pitting.

Standard ESP Paint (2603), and Duranar* Resin - Included in Warranty is warranty that Standard ESP Paint (2603) and Duranar* Resin are free from manufacturing defects resulting in blistering or peeling. Scratches are excluded from this Warranty.

Hardware and Moving Parts - Excluded from Warranty are naturally occurring changes such as tarnish, corrosion, oxidization or discoloration of hardware finished or component parts.

Glass - Glass has prevalent characteristics such as distortion, bubbles, discoloration, blurs, debris and scratches. These types of characteristics are expected, and are excluded from this the Warranty, as they are inherent qualities that meet or exceeds 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, and such distortions are excluded from the Warranty. Glass with special coatings may require special cleaning. Failure to clean and any other recommended care and maintenance will void the Warranty. Scratches are excluded from this Warranty.

Laminated Glass – Included in Warranty is warranty that laminated glass is free from manufactured defects that result in material edge separation or obstruction of vision or delamination. In the event of a Laminated Glass warranty claim during the Warranty Period, Assura will at Assura’s option either ship replacement glass to the Purchaser at no cost (**installation costs and labor are not covered**) or refund to the Purchaser the amount that Assura paid for the glass.

Insulating Glass – Included in Warranty is warranty that sealed glass components are free from manufacturing defects that result in material obstruction of vision or film formation caused by dust or moisture in the dead air space of a sealed unit. In the event of an Insulating Glass warranty claim during the Warranty Period, Assura will at Assura’s option either ship replacement glass to the Purchaser at no cost (**installation costs and labor costs are not covered**) or refund to the Purchaser the amount that Assura paid for the glass.

Stress Cracks - Stress cracks in glass panels can result from natural settlement or extreme thermal changes between inside and outside temperatures. Stress cracks are excluded from this Warranty.

Moisture Management

Product installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or “synthetic stucco” without engineered drainage systems, are not covered by the Warranty.

Thermal Efficiency

Assura 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, and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. Assura 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 excessive humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Warranty.

Corrosion

Except as expressly provided in the Warranty, finish failure or corrosion of aluminum cladding, anodizing and other specialty finishes, hardware, or other components due to environmental conditions such as air pollution, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Warranty. The environment within ten (10) miles of an ocean coastline or other salt water source can be extremely corrosive; some finish deterioration is normal in these environments.

Screens

Screens are not designed to, and will not prevent falls.

Owner's Responsibility

Windows and doors require reasonable care and periodic cleaning. Coastal environments can be extremely corrosive and some finish deterioration is normal and should be expected. Product installed in coastal environments (within ten (10) miles of sea coast or other salt water source) require increased care and cleaning at least monthly. Thorough cleaning of all exterior window and door surfaces (including those not visible when the operating unit is closed) must be undertaken with mild soap and water and a complete fresh water rinse every three (3) months at a minimum, and more frequently if necessary to prevent the build-up of salt or corrosive residue. Any chips or scratches caused by others must be repaired immediately and not left exposed to the elements.

Failure to comply with these reasonable care and periodic cleaning requirements will void the Warranty. Documented proof of regular scheduled cleaning is required.

Suitability

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

Windows and doors are only one element of a structure; Assura does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Assura product.

No Waiver

Assura may, in its discretion, extend benefits beyond what is covered under this Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Assura's right to strictly enforce the exclusions, and limitations set forth in this Warranty in any or all other circumstances.

Claim Process

Any claim for defect under this Warranty must be delivered in writing, within ten (10) days of discovery of the basis of the claim to the dealer from where the product was purchased and in no event later than the expiration of the applicable Warranty Period. If Purchaser cannot locate the dealer from where the product was purchased, claims should be delivered via registered mail to:

Assura Windows and Doors, LLC, Attn: Customer Service
1543 N Powerline Rd.
Pompano Beach, FL 33069.

All claims must include proof of purchase, product identification or order number, the address where the product was installed, and a description of the problem.

Assura must be provided a sixty (60) day opportunity and access to have any product which is subject of a warranty claim to be field inspected by an Assura authorized representative. Failure to grant access for field inspection will void the Warranty in its entirety. If the warranty claim is denied, Assura may charge an inspection fee for an onsite inspection that is required or requested by the Purchaser. In the event that Assura schedules a service or inspection and the Purchaser cancels the service or inspection or if Assura is not granted access to the property, Assura may charge the Purchaser a fee of \$150. If the Purchaser cancels the service or inspection or fails to grant access on more than one occasion, the Warranty will be void in its entirety.

Supplemental Export Warranty Language--In the event the Assura product is installed in a property located outside of the 48 contiguous United States and the District of Columbia, the Warranty terms set forth above shall apply, subject to the following additional terms. Where the following terms and the terms set forth above are in conflict, the following terms shall control.

WITH RESPECT TO ANY DEFECTIVE PRODUCT DURING THE WARRANTY PERIOD, ASSURA WILL, IN ITS SOLE DISCRETION, EITHER: (A) REPLACE SUCH PRODUCT (OR THE DEFECTIVE COMPONENT PART), OR (B) REFUND THE AMOUNT PAID TO ASSURA FOR SUCH PRODUCT. ASSURA SHALL HAVE NO OBLIGATION TO CONDUCT ON-SITE INSPECTIONS OR TO REPAIR ANY DEFECTIVE PRODUCT. ASSURA SHALL NOT BE LIABLE FOR ANY LABOR OR DELIVERY COSTS INCURRED IN REPLACING THE PRODUCT.

THE REMEDY OF REPLACEMENT OR REFUND IS THE EXCLUSIVE REMEDY AVAILABLE TO PURCHASER.

Supplemental Commercial and non-Single Family Warranty Language—In the event the Assura product is installed in (A) a residential home not owned and continuously occupied by Purchaser, or (B) a commercial, multi-family, condominium or investment property the Warranty terms set forth above shall apply, subject to the following additional terms. Where the following terms and the terms set forth above are in conflict, the following terms shall control.

WITH RESPECT TO ANY DEFECTIVE PRODUCT DURING THE WARRANTY PERIOD, ASSURA WILL, IN ITS SOLE DISCRETION, EITHER: (A) REPLACE SUCH PRODUCT (OR THE DEFECTIVE COMPONENT PART), OR (B) REFUND THE AMOUNT PAID TO ASSURA FOR SUCH PRODUCT. ASSURA SHALL HAVE NO OBLIGATION TO CONDUCT ON-SITE INSPECTIONS OR TO REPAIR ANY DEFECTIVE PRODUCT. ASSURA SHALL NOT BE LIABLE FOR ANY LABOR OR DELIVERY COSTS INCURRED IN REPLACING THE PRODUCT.

LISTED BELOW ARE THE WARRANTY PERIODS APPLICABLE TO SPECIFIC PRODUCT INSTALLED IN (A) A PROPERTY LOCATED OUTSIDE OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA (B) A RESIDENTIAL HOME NOT OWNED AND CONTINUOUSLY OCCUPIED BY THE PURCHASER, OR (C) A COMMERCIAL, MULTI-FAMILY, CONDOMINIUM OR INVESTMENT PROPERTY. THESE WARRANTY PERIODS BEGIN ON THE DATE OF DELIVERY BY ASSURA TO THE PURCHASER OR PURCHASER’S AGENT OR CONTRACTOR.

	Paint and Aluminum Finish	Insulated Glass	Laminated Glass	Hardware and Moving Parts	Screens	Stress Cracks
Aluminum Non-Impact Series (200, 580, 600, 4000, 6800)	1 Year	1 Year	None	1 Year	1 Year	None
Aluminum Impact Series (200, 249, 300, 390, 525, 605, 747, 805, 1800, 2500, 4100)	1 Year	1 Year	1 Year	1 Year	1 Year	None
Vinyl Non-Impact Series (10000, 10100, 10200)	None	1 Year	None	1 Year	1 Year	None
Vinyl Impact Series (9500, 10000, 10100, 10200)	None	1 Year	1 Year	1 Year	1 Year	None

Important Legal Information – Please read this carefully. It affects your rights.

Any dispute, controversy or claim arising out of or relating to the terms and conditions of this Limited Warranty shall be resolved exclusively by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Purchaser and Assura hereby WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.

Purchaser agrees that they may assert claims against Assura in their individual capacity only, and not as a plaintiff or class member in any purported class action proceeding, and hereby WAIVES ALL RIGHTS. Rejection of these dispute resolution provisions must be sent to Assura at the address provided herein within thirty (30) days of Purchaser’s receipt of the Products to which this warranty applies.

This Limited Warranty supersedes all previous versions and notifications, and is not transferable.

NO DISTRIBUTOR, DEALER, AGENT OR REPRESENTATIVE OF ASSURA OR ANY THIRD PARTY HAS THE AUTHORITY TO CHANGE OR MODIFY THIS LIMITED WARRANTY IN ANY RESPECT, NOR TO ASSUME ANY OTHER OBLIGATION OR LIABILITY ON BEHALF OF ASSURA EITHER ORALLY OR IN WRITING.