

# INSULATING GLASS

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## Limited Lifetime Warranty



WWS Acquisition, LLC dba Western Window Systems (“Western Window Systems”) guarantees and warrants, to the original single family homeowner (for residential properties) or original purchaser (for commercial properties), that each Insulating Glass unit shall be free from any significant obstruction to vision, due to film, dust or moisture collection on the interior glass surfaces, resulting exclusively from failure of the hermetic seal, due to defects in workmanship or material for the life of the product, subject to the conditions and limitations stated below, and only for so long as the original owner owns and resides in the home where the windows and doors are installed (“Insulating Glass Limited Lifetime Warranty”).

If any such failure occurs Western Window Systems will, in its sole discretion, furnish a replacement unit, without charge, FOB nearest Western Window Systems’ shipping point, make repairs, or provide a refund equal to the cost of such replacement unit. 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 insulating glass unit or the replacement unit, unless expressly required by state law. The original warranty period shall not be extended by any repair or replacement.

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

### EXCEPTIONS

#### Laminated and Oversized Glass Units

The warranty terms applicable to oversized (96x144 inches or greater) and laminated glass units vary by glass manufacturer; contact your Registered Dealer for details.

#### Optional Product Accessories

This warranty does not cover optional product accessories, parts, add-ons, equipment, supports, pans, caps, screens, safety or panic hardware, or other aftermarket items, whether or not affixed to Western Window Systems’ products and whether or not manufactured by Western Window Systems or other third-parties. Third-party manufacturer warranties may apply; contact your Registered Dealer for details.

#### International Sales

For products installed outside of the continental United States, Western Window Systems’ liability under this warranty shall be limited to the replacement of nonconforming products or, at Western Window Systems’ sole option, refund the amount of the purchase paid to Western Window Systems. Western Window Systems shall not be responsible for on-site inspections or warranty repairs.

### EXCLUSIONS

This Insulating Glass Limited Lifetime Warranty 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 Insulating Glass Limited Lifetime 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 instructions (including glazing instructions) and Care and Maintenance Guide, American Architectural Manufacturers Association ("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
- 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

## DISCLAIMERS AND LIMITATIONS

### Disclaimers

THE INSULATING GLASS LIMITED LIFETIME WARRANTY IS THE EXCLUSIVE WARRANTY OFFERED BY WESTERN WINDOW SYSTEMS WITH RESPECT TO ITS INSULATING GLASS UNITS. 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 Insulating Glass Limited Lifetime 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 Insulating Glass Limited Lifetime 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 Insulating Glass 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 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. Western Window Systems reserves the right to inspect any and all units alleged to be defective, including but not limited to having the unit returned to the factory for inspection and/or testing, prior to making any determination as to whether a covered defect exists or authorizing any repair or replacement hereunder.

### **Governing Law**

This Insulating Glass Limited Lifetime 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

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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, except that the Arizona Rules of Evidence shall apply. The arbitration need not be conducted by or through AAA. Except as provided herein, the arbitration shall not be brought or adjudicated on a representative, collective, consolidated or class action basis and any person or entity making a claim under this warranty (collectively "Claimants") waives any and all rights to: (1) assert any claim against Western Window Systems on a representative or collective basis; (2) represent or participate in any class action against Western Window Systems; (3) join any third-party's claims in a single arbitration against Western Window Systems; or (4) consolidate Claimants' arbitration with Western Window Systems with any other arbitration involving a third-party. Nothing in this section shall prevent Western Window Systems, in its sole discretion, from joining or consolidating any arbitration with Claimant with an arbitration between Western Window Systems and a third-party regarding the same claim or transaction. In the event of any conflict between this provision and the AAA Commercial Arbitration Rules, this provision shall control. 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 Insulating Glass Limited Lifetime 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 Insulating Glass Limited Lifetime Warranty is effective for all insulating glass units manufactured by Western Window Systems after February 25, 2019, and all previous warranties shall be considered null and void as to such products.