



03/20/2014

## **VINYL WARRANTY COVERAGE**

Subject to the terms and conditions set forth below, AWP Windows and Doors, LLC warrants that its vinyl frame and sash materials finish will not crack, blister, or peel (except for normal weathering) under normal service for the lifetime of the product sold to the original registered owner.

## **YOUR LEGAL RIGHTS**

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS LIMITED WARRANTY. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY, BUT SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. This Limited Warranty: (i) is limited to the original purchaser and is nontransferable; (ii) replaces all previous warranties; and (iii) applies only to purchases and installations within the United States on or after June 1, 2012.

## **EXCEPTIONS TO LIMITED LIFETIME WARRANTY**

The following products and services are not covered by AWP Windows and Doors, LLC full lifetime warranty and have a different warranty coverage as specified below: The insulated glass parts of the window are warranted to be free from material obstruction of view caused by film formation and/or dust collection between the interior surfaces of the glass due to failure of the seal, under normal use and service, for Ten (10) years from the date of purchase. Impact glass is warranted against delaminating and discoloring, under normal use and service, for Ten (10) years

from the date of purchase. The hardware (locking mechanisms, rollers, balances, etc.; excluding screens) are warranted against peeling, flaking, rusting, blistering, and corrosion for Ten (10) years from the date of purchase. If such defects occur, AWP Windows and Doors will provide replacement parts at no charge plus shipping costs.

### **FILING A CLAIM**

To file a claim under this Limited Warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of an alleged manufacturing defect in a Product, at AWP Windows and Doors, LLC Attn: Technical Services Department, 8130 NW 74th Avenue, Medley, Florida 33166. Proof of purchase must be submitted with any notice of claim. We have the right to physically inspect an installation site and obtain samples from that job installation and of the Products used in that installation before we determine the validity of your claim. Your claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this Limited Warranty will be null and void.

### **EXCLUSIONS FROM WARRANTY COVERAGE**

The failure of, damage to, or defects in the Product resulting from or caused by: misuse, abuse; natural weathering of exterior finishes; improper installation; failure to comply with technical data sheets and other written instructions, applicable building codes and regulations, and standard industry practices; improper product usage; the use of applied tints or films; any aftermarket product modifications; faulty building construction or design; incompatibility with coatings, sealants, cleaning chemicals/solvents, gaskets, lubricants, insulation or any other materials; normal wear and tear due to usage; scratches or abrasions to the Products; Acts of God, including, but not limited to hurricanes, wind driven rain due to high wind events, flooding, earthquakes, or other types of natural disasters and/or abnormal weather conditions; failure to comply with technical data sheets; and, any occurrences beyond AWP Windows and Doors, LLC control. This Limited Lifetime Warranty will be null and void in the event that full payment is not received for goods and services within the agreed upon terms of sale. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty. Loss of functionality of hardware in highly corrosive environments, which includes any Home located within two miles of salt water and any Home located in the State of Hawaii, is also excluded from coverage. Condensation is a naturally occurring phenomenon caused by humidity and temperature variations. It does not indicate a defect in the window or glass. Glass is not warranted for breakage, nor any cracks caused by thermal expansion and contraction. Any jobsite conditions or damages that result in scratched glass are not covered.

## **YOUR EXCLUSIVE REMEDY**

If a Product is proven defective within the Limited Warranty Period, then as your sole remedy, AWP Windows and Doors, LLC will replace the defective Product without charge, FOB to the AWP Windows and Doors, LLC location nearest to the place of installation or, at AWP Windows and Doors, LLC's option, refund the purchase price of the defective Product. AWP Windows and Doors, LLC will not be liable for any other expenses involved in the removal of such Product, installation of a replacement Product, or any other incidental or consequential damages, including, without limitation, attorney's fees. The warranty for any replacement Product shall be limited to the terms and conditions of this Limited Warranty and shall continue for a period of time equal to the remainder of the Limited Warranty Period provided hereunder. AWP Windows and Doors, LLC reserves the right to change, discontinue, or alter any of its products, or the parts incorporated into any of its products, at its sole discretion. If any model, part or component originally installed in any window in your home is not available at the time of the claim by you under this Limited Warranty, AWP Windows and Doors, LLC reserves the right to substitute any other model, part or component as a replacement.