

# Eco Window Systems (Impact Windows Warranty) EcoGuard Series Aluminum Windows & Doors

Eco Window Systems ("ECO") warrants to the original owner that any ECO manufactured aluminum window or door shall be free of material defects in manufacturing and/or materials for the period specified below. This warranty applies to the window/door under normal use and service, subject to the conditions and limitations herein listed, and for only so long as the original owner owns the windows and doors. Eco's liability under this warranty shall be limited to the repair or replacement of nonconforming goods or parts, at ECO's option. ECO 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 installation and or application of product, use or maintenance; normal weathering; highly corrosive environments; defects or damages caused by accident, fire, flood, acts of God, multiple hurricanes, water intrusion caused by wind-driven rain due to high wind events, vandalism, riot or civil disorder; building settlement or structural failures of walls or foundations; stresses resulting from localized heat which causes excessive temperature differentials over glass surface edges, or occurrences beyond ECO's control. This warranty shall be null and void if harmful solvents are used to clean the frame and/or sash members, or if the frame and/or sash members are painted or coated in any way; or if any other "aftermarket" products are applied to the ECO product such as window films. 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 ECO product and therefore, is not covered under this impact windows warranty. Caulking is normally considered a maintenance responsibility of the owner.

ECO's sole responsibility under this warranty is limited to repairing or replacing (color may vary due to age, weathering or die lot Differences), free of charge or at a prorated price per guidelines of this instrument, any part or parts of the windows and doors that do not comply with the terms of this warranty. The original warranty period shall not be extended by such repair or replacement. ECO 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, ECO shall have the right to substitute such par t determined by ECO to be of equal quality and performance.

The aluminum components of the frame/sash members are warranted to be free of defects in materials and workmanship for a period of five (5) years after the date of delivery by ECO. Warranty is null and void if any aluminum component has direct contact with a copper treated wood, such as Alkaline Copper Quaternary (ACQ). Painted and clear anodize frames require reasonable care and periodic cleaning.

#### Glass

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.

#### **Stress Cracks**

In products specifically covered by this warranty, ECO warrants against stress cracks in glass panels for a period of 12 months after the date of delivery by ECO. Stress cracks in glass panels can result from natural settlement or extreme thermal changes between inside and outside temperatures. Stress cracks are not the result of defects in materials and/or workmanship. In the event of a stress crack during the 12-month warranty period, ECO will ship a replacement panel to the original owner at no cost (installation costs are not covered). See Impact Windows Warranty in Eco Window Systems

# **Insulating Glass Unit**

The sealed glass component is 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 for a lifetime after the date of delivery by ECO. Should the glass fail after year twenty-five as a result of defects described above, ECO will charge original owner, and the original owner shall pay ECO, a fixed price for glass at that time, according to the formula below. In the event of glass failure, ECO will ship a replacement panel to the original homeowner at no cost (installation costs are not covered).

Years 26 through lifetime – 50% of the then-current price for the glass.

# **Laminated Glass Unit**

The glass is warranted to be free of defects resulting in material obstruction of vision or delaminating for a period of five (5) years from the date of delivery by ECO.

## **Screen and Moving Parts**

The screen and moving parts shall be warranted for a period of three (3) years after the date of delivery by ECO to be free from material defects in manufacturing and/or materials.

### **Claims. Impact Windows Warranty**

Any claim for defect under this warranty must be submitted promptly 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 ECO for assistance at *info@ecowindowsystems.com*. ECO 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 ECO has the authority to change or modify this warranty in any respect, either orally or in writing. More information about Impact Windows Warranty.

Except as expressly provided in this warranty, ECO makes no warranty, express or implied, including no warranty of merchantability, no warranty of fitness for particular purpose and no warranty of non infringement.