

LIMITED WARRANTY – Acrylic Windbreakers

LIMITED TEN (10) YEAR NONTRANSFERABLE WARRANTY:

Disclaimer:

Acrylic has prevalent characteristics such as slight discolorations, blurs, bubbles, and hairline scratches. These are expected as they are inherent qualities in acrylic. Most acrylic will “crown.” Crowning is not warranted. Because Acrylic Windbreakers are not a “permanent” product, you may notice water penetration from time-to-time. This is not warranted.

Custom Window Systems, Inc. warrants aluminum frame windbreakers to be free of manufacturing and/or material defects. This Warranty applies for 10 years from date of purchase under normal use and service, subject to the conditions and limitations herein listed, and as long as the original resident purchaser resides in the home in which the products were installed. If CWS products are installed in multi-family, commercial or rental properties refer to the “Commercial Applications” section of this Warranty.

This Warranty covers only those manufacturing and material defects, as specified herein and does not include defects or damages attributable to faulty or improper installation; normal weathering; defects caused by accident, fire, flood, acts of God such as lightning, tornado or hurricane; vandalism, riot or civil disorder; misuse; abuse by harmful fumes, vapors, solvents, chlorine, chemicals or chemical pollutants in the atmosphere; mildew; building settlement or structural failures of walls or foundations; stresses resulting from localized heat which causes excessive temperature differentials over the acrylic surface edges or occurrences beyond Custom Windows control.

It is not a manufacturing or material defect if the acrylic and/or screen are damaged when impacted by high winds and/or wind-borne debris and the acrylic remains adhered to the interlayer. There is also no manufacturing or materials defect if flying glass or wind-borne debris damages the acrylic, frame or screen. It is not a manufacturing or material defect if the acrylic and/or screen is damaged when impacted by high winds and wind-borne debris that exceed the established Engineering test parameters.

This warranty shall be null and void if harmful solvents are used to clean the frame, sash component, acrylic or if the frame and/or sash component are painted or coated in any way. This warranty is void if the windbreakers were pressure cleaned.

This warranty is made in lieu of all other express warranties and extends only to the original consumer purchaser. In no event shall Custom Window Systems, Inc. be liable for special, punitive, indirect, incidental, or consequential damages or losses the consumer may suffer or incur in connection with this product or its use or for any delays in performance of this warranty due to circumstances beyond its control. Any warranties implied by law, including those of merchantability and fitness for use or for particular purpose are limited in duration to the express warranties herein.

Aluminum Frame-10 Years

The aluminum frame is warranted for 10 years from the date of original purchase, if properly used and installed, to the original consumer purchaser, to be free of defects in material and workmanship, ordinary wear and tear excepted.

Acrylic-10 Years

CYRO Industries and/or ATOFINA Chemicals, Inc., ATOGLAS Division, warrant all users that for a period of ten (10) years from the date of original purchase, flat colorless (clear), smooth AcryLite® Acrylic Sheet manufactured by CYRO Industries, and Plexiglas® MC Acrylic Sheet manufactured by ATOGLAS, will not undergo a change in light transmission in excess of 3 % when tested in accordance with the procedure specified in ASTM-D-1003. This Warranty does not cover sheet exposed to artificial light sources emitting intense amounts of UVB or higher energy radiation. Not covered under this Warranty are yellowing or loss of light transmission caused by dirt, scratches, breakage, or damage or loss caused by harmful chemical action, environmental conditions, atmospheric deposition, abrasion, changes in the physical structure of the AcryLite® or Plexiglas® MC Acrylic sheet or resulting from fabrication, handling, maintenance, storage, transport, cleaning and/or installation contrary to CYRO or ATOGLAS recommendations.

Acrylic Windbreakers are not intended for use in climate controlled spaces. The use of air conditioning or heating systems may cause acrylic panels to warp or bow. Such warping or bowing as a result of artificial climate control is not a warrantable condition.

Hardware-10 Years

Hardware is warranted for a ten (10) year period commencing from the date of sale to the original consumer purchaser as long as he/she owns and resides in the home in which the products were installed. This warranty is not transferable and ensures only to the benefit of the original consumer purchaser. Custom Window Systems warrants hardware (locking mechanisms, fasteners, balances, etc., excluding rollers and screen) against peeling, flaking, rusting, blistering, and corrosion for ten (10) years from the date of original purchase. If such defects occur, Custom Windows will provide replacement parts at no charge.

Screen Frame-10 Years

The Custom Window Systems aluminum screen frame is warranted against peeling, flaking, blistering and corrosion for 10 years from the date of original purchase. If such defects occur, Custom Window Systems will provide replacement parts at no charge.

Claims

Any claims for defect under this Warranty should be submitted in writing promptly after discovery to the contractor who installed the Custom Window Systems product. The claim must refer to the product order number (located in the head of product) and specify the defect claimed. Allow a reasonable time for inspection.

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Repair Procedure

This Warranty is limited to Custom Window Systems, at its option, repairing and/or replacing defective parts (color matching not guaranteed) free of charge to the warranty holder. If, after inspection, it is determined that the claim is valid in accordance with the provisions of this Warranty, Custom Windows agrees, at its option, to repair or replace any defective part or component as warranted above when said defective part or component is returned to Custom Window Systems. Purchaser/property owner shall pay return transportation charges.

Labor

Labor costs are not included under this Warranty and neither Custom Window Systems nor its distributors will be responsible for any costs incurred in the removal, replacement, installation or reinstallation of the Custom Window Systems product or any part thereof, furnished by Custom Windows under this Warranty.

Warranty Extension

The original warranty period shall not be extended by any such repair or replacement, but any remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this Warranty to the repaired part of component of the Custom Window Systems product.

Product Changes

Custom Windows reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and Custom Windows determines to make replacement, Custom Windows shall have the right to substitute such part or component designated by Custom Windows to be of equal quality and price.

Commercial Applications

If Custom Window Systems products are installed in a building operated as a multi-family dwelling or used for commercial purposes or rental properties such as schools, churches, apartment complexes, government owned structures, office buildings, etc., then this Warranty will be limited to five (5) years on all materials and will not be transferable.

Other Warranty Considerations

On some installations, caulking is used to seal the frames or trim package against water or air penetration. Caulking is not considered a part of the Custom Window Systems product, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the homeowner.

This Warranty is valid only if products manufactured by Custom Windows are used, but shall be void if accessory products not manufactured by Custom Windows are installed that cause defects to occur in the Custom Windows products.

The warranty statements contained in this certificate set forth the only express warranties extended by Custom Window Systems on acrylic products, and the provisions hereof shall constitute the purchaser's exclusive remedy for breach of this Warranty given under this certificate. Custom Windows shall not be liable to property owner for incidental or consequential damages for breach of any written or implied warranty on Custom Window Systems acrylic products.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitations of incidental or consequential damages, so that the above limitation or exclusion may not apply.

This Limited Warranty gives specific legal rights. There may be other rights that may vary from state to state.

How To Clean Your Acrylic Windbreakers

1. Acrylic can be scratched with a rough cloth, harsh soaps, or cleaning products and these must be avoided.
2. We recommend for a bright, lustrous look, you use 210[®] plastic cleaner/polish.
3. Use a non-abrasive soap or detergent and water. Use a soft sponge, cloth or chamois and rinse often to keep it free of grit.
4. Tracks should be cleaned when needed, to keep dirt and other substances out of tracks that could prevent easy operation of rollers or plug up weepholes.

HOMEOWNER CHECK LIST - HIGH WIND EVENTS

Homeowners who have Custom Window Systems acrylic windbreakers windows installed in their homes and have experienced windborne debris, should contact their builder or contractor if they have concerns about storm damage to their acrylic windbreakers or screens. It is the responsibility of the homeowner to notify and inform the company providing the insurance coverage as to any potential problems that may exist. Although each acrylic windbreaker may appear to be in good working condition, the effects of the previous event(s) may affect the ability of the product to provide subsequent protection against another high-wind event. Please see the Homeowner Checklist below. This list should be used to inspect each window and door following a high-wind event.

Homeowner Checklist for Acrylic Windbreakers Affected by a High-Wind Event or Hurricane

Check for visual damage on each acrylic windbreaker. Is the acrylic broken or the screen torn as the result of the event? Are aluminum members of the frame or sash cracked or damaged as a result of the event?

If the answer is "YES" to either of these questions, call your insurance company to assess the damage. If the answer is "NO," continue to the next check section.

CUSTOM WINDOW SYSTEMS, INC -ACRYLIC WINDBREAKERS

1. Ensure the window is still functional. **USE EXTREME CAUTION WHEN OPERATING WINDOWS IN CASE THE SASH IS NOT SECURED IN THE FRAME!**

- a) Will the sash move freely?
- b) Will a door swing out and in?
- c) Will a Slider (glider) sash move freely to the left and right?
- d) Test the locking system. Are you able to lock the window or door?

If the answer is "NO" to ANY of these questions, call your insurance company to assess the damage.

Custom Window Systems, Inc.
1900 SW 44th Ave.
Ocala, Florida 34474
800-550-1081

Sold to _____ **Name**

Address _____

Date _____