

# **LIMITED WARRANTY – Insulated Glass**

## **LIMITED TWENTY (20) YEAR NONTRANSFERABLE WARRANTY:**

### **Disclaimer:**

Glass has prevalent characteristics such as slight discoloration, blurs, bubbles, and hairline scratches which are inherent qualities that meet or exceed the standard specifications for flat glass.

### **Limited Twenty (20) Year Warranty-Insulated Glass:**

Custom Window Systems, Inc. Insulated Glass Warranty applies for 20 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 is not transferable and ensures only to the benefit of the original consumer purchaser.

This Warranty covers only those manufacturing and material defects, as specified herein and does not include defects or damages attributable to 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, 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 glass surface edges or occurrences beyond Custom Windows control.

It is not a manufacturing or material defect if the window glass shatters, or is damaged when impacted by high winds and/or wind-borne debris and the glass remains adhered to the interlayer. It is not a manufacturing or material defect if the window glass shatters or is damaged when impacted by high winds and wind-borne debris that exceed the established Engineering test parameters.

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.

### **Glass**

The installed and sealed Custom Window Systems insulating glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the air space of the sealed unit. If such defects occur, Custom Window Systems will provide a replacement insulating glass unit at no charge for a period of (20) twenty years. If the glass should fail after the (20) twenty-year period then Custom Windows will cover a fixed percentage of the company’s selling price for the insulating glass unit.

<b>Custom Windows Window and Doors</b>	<b>100%</b>	<b>75%</b>	<b>50%</b>
	0-20	21-50	51 Years-
	years	years	Lifetime

Condensation on windows or doors, which may occur as the natural result of humidity within the house or building and interior/exterior temperature differentials, does not indicate a defect in the window or door and is not included in this Warranty. Additional information concerning condensation is available upon request at 1-800-550-1081 Ext. 534

The alteration or application of any aftermarket films, coatings, tints or other similar products not originally supplied by Custom Window Systems will unconditionally void this Warranty.

### **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 the product) and specify the defect claimed. Allow a reasonable time for inspection.

### **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.

# CUSTOM WINDOW SYSTEMS, INC – INSULATED GLASS

## 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 ten (10) years on all materials and will not be transferable.

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 insulated glass, 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 insulated glass 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.

## Inspection

All scratches shall be visually inspected from a distance of 10 feet. Insulated glass that is less than eight (8) square feet shall not contain scratches that are greater than 3/4” in length and separated by less than 24 inches. These or any other smaller scratches should not be objectionably obvious (1/32” in width at 10 feet.) For units that are 8 square feet or larger, the outer 20% will not contain objectionably obvious scratches that are greater than one inch in length. The inner 80% will not contain scratches that are more than 3/4” in length.

Due to a number of factors such as heat processing, insulated air-spacing, frame binding, etc., distortions of reflected objects cannot be considered a defect of the final fabricated insulated unit.

Sealant will be the standard sealant used by Custom Window Systems, Inc. The seal, upon inspection, will be free of air bubbles or other aspects which would affect the overall performance of the unit. Some slight variations in color may occur; however, this is a normal occurrence in the mixing process of the base and the catalyst and is acceptable.

## Limitations of Warranty

This Warranty is VOID AND DOES NOT APPLY to units that were pressure cleaned; to units that were improperly handled; to units that were installed improperly by the installing contractor; to units which are subjected to stress resulting from localized application of heat, causing excessive temperature differentials over the glass surfaces or edges of the unit; to glass units that are cracked, shattered or broken when strain is applied to the glass unit by, among other things, movement of the building or by objects or forces other than the building; to units which have been cleaned with or exposed to any petroleum-based or acidic substance; to units exposed to protective materials used on stucco construction, or to damage caused by accident, forces of nature, misuse, abuse, vandalism or other external forces. APPLICATION OF ANY AFTERMARKET COATING OR FILM PRODUCT VOIDS THIS WARRANTY IN ITS ENTIRETY.

## HOMEOWNER CHECK LIST - HIGH WIND EVENTS

Homeowners who have Custom Window Systems insulated glass units installed in their homes and have experienced windborne debris should contact their builder or contractor if they have concerns about storm damage to their insulated glass units. 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 insulated glass unit may appear to be in good 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 insulated glass unit following a high-wind event.

### Homeowner Checklist for Insulated Glass Units Affected by a High-Wind Event or Hurricane

1. Check for visual damage on each insulated glass unit. Is the glass broken or cracked as the result of the event? **USE EXTREME CAUTION WHEN CHECKING FOR DAMAGE ON YOUR INSULATED GLASS UNIT(S)**

If the answer is “YES” to this question, call your insurance company to assess the damage.

**Custom Window Systems, Inc.**  
1900 SW 44<sup>th</sup> Ave.  
Ocala, Florida 34474  
800-550-1081

Sold to \_\_\_\_\_ Name

Address \_\_\_\_\_

Date \_\_\_\_\_