

# WEATHER SHIELD.

## WINDOWS & DOORS

### WEATHER SHIELD® LIMITED WARRANTY

Subject to the conditions, exclusions and limitations that follow, the manufacturer of WEATHER SHIELD products, WEATHER SHIELD Mfg., Inc. ("WEATHER SHIELD") warrants WEATHER SHIELD products (Weather Shield®, HR175™, Weather Shield Aspire Series®, Weather Shield Signature Series®, Weather Shield Premium Series®, Weather Shield Premium Coastal™, Weather Shield Contemporary Collection™) to be free from defects in material and workmanship as noted below. All referenced times are in relation to date of manufacture Warranty effective date: August 15, 2019. **Innovations: Wood Shield®, Symmetry Balance System®, TriCore® Frame Technology, EasyCare®, Zo-e-shield™**

#### WARRANTY COVERAGE

##### **Window and Patio Door Product – Twenty Years**

WEATHER SHIELD warrants that its products and insulated glass shall be free from defects in material or workmanship for a period of TWENTY (20) YEARS unless specified below. Should any WEATHER SHIELD products or components of products be determined by WEATHER SHIELD to contain defects in material or workmanship within the applicable warranty period, WEATHER SHIELD will, at its option, repair the products or components at no charge, or provide replacement products or components at no charge, or refund the original purchase price of the products containing the defective components. Decisions as to whether to repair, replace or refund shall be made by WEATHER SHIELD in its sole discretion. Replacements will be the closest equivalent current product and may not exactly match the original. Replacements will be delivered to the original point of purchase with no shipping charges. If shipment direct to the consumer is requested, normal shipping and handling charges will apply.

##### **Wood Rot**

##### **Wood Shield Clad Wood Products – Thirty Years**

Maintained clad wood products shall be warranted against wood rot for a period of THIRTY (30) years. Mildew and other discoloration due to condensation is not considered rot and not covered. Products in contact with the ground are not warranted against wood rot.

##### **Wood Shield Wood Exterior Products – Ten Years**

Maintained primed /unprimed (unclad) wood products finished pursuant to installation instructions shall be warranted against wood rot for a period of TEN (10) years. Mildew and other discoloration due to condensation is not considered rot and not covered. Products in contact with the ground are not warranted against wood rot.

##### **Laminated Glass – Five Years**

Laminated glass shall be free from defects in material and workmanship for a period of FIVE (5) years.

##### **Decorative Glass – Five Years**

Decorative glass shall be free from defects in material and workmanship for a period of FIVE (5) years.

##### **Retractable Screens – Five Years**

Retractable screens shall be free from defects in material and workmanship for a period of FIVE (5) years.

##### **Hardware – Ten Years**

Hardware mechanical operation is warranted to be free from defects in material and workmanship for a period of TEN (10) years (excluding non-coastal hardware installed in a coastal environment).

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#### **Coastal Hardware – Ten Years**

Finish and mechanical operation of stainless steel hardware and hardware with a PVD finish installed in coastal environment are warranted to be free from defects in material and workmanship for a period of TEN (10) years.

#### **Manufacturer Applied Exterior Wood Finishes – Ten Years**

Manufacturer applied exterior wood finishes are warranted for TEN (10) years from peeling, flaking, cracking, blistering or delaminating unless punctured, marred or caused by joint separation.

#### **Manufacturer Applied Interior Wood Finishes – Five Years**

Manufacturer applied interior finish or stain, is warranted against peeling, checking, or cracking for FIVE (5) years. Standard factory-applied primer is not a finish coat, and is not warranted.

#### **Manufacturer Applied Finishes- Aluminum and Fiberglass**

WEATHER SHIELD's high-performance finish (meeting AAMA 2605 or 625 requirements) is warranted for TEN (10) years, FIVE (5) years anodizing on aluminum, within one mile of a corrosive environment (seacoast/acid rain), and TWENTY (20) years, to include anodizing on aluminum in all other locations to not crack, pit, corrode, peel, blister or flake. Special care and maintenance requirements for corrosive environments apply, please consult the maintenance and care instructions for further information. Exterior finish not meeting AAMA 2605 or 625 requirements installed within one mile of a corrosive environment (seacoast/acid rain) is not warranted, all other locations TWENTY (20) years.

#### **Glass Stress Cracks – One Year**

Glass shall be warranted against stress cracks for ONE (1) year.

#### **Transferability – Ten Years**

This warranty is transferable to subsequent owners. This transferred warranty is the lesser of TEN (10) years or the period specified from the date of manufacture.

### **NON COVERAGE**

- Normal wear and tear, weathering and natural variations in wood color or texture are considered normal and not a product defect.
- Normal wear and tear of hardware and hardware finishes that can naturally occur (e.g. corrosion, tarnishing) or damage at construction site.
- Products not installed pursuant to our installation instructions attached to each unit.
- Minor scratches, slight glass curvature or glass imperfections are natural variances in glazing and do not impair structural integrity or significantly obscure normal vision.
- Repairs, refinishing or similar activities involved when skilled labor installs or replaces products.
- Condensation and any related water damage (such as mold or wood rot due to water or ice build up), which occur as a result of humidity within the property or changes in the interior/exterior temperatures, do not indicate a defect. Contact a heating/cooling specialist to assist.
- Products installed in a non-vertical position, discoloration of non-visible parts, or failures or operating difficulties due to accident, acts of God, abuse, misuse, alteration, exposure to the elements, improper or insufficient handling, storage, maintenance or service including, but not limited to, obstruction of weep holes. Installation of units must be finished and operated in accordance with our installation instructions attached to each unit.

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- Failures or operating difficulties resulting from use of high-expansion foam insulation, incompatible sealant, cleaning agent, or exposure to corrosive, unusual, harmful or aggressive substances, acid rain, fumes or condensates, subjection to abnormal stress from localized application of heat, excessive vibration or movement of buildings or foundations or to other abnormal physical stress or use in high humidity areas.
- Products installed in buildings with cladding systems that do not allow for proper management/drainage of moisture (e.g. EIFS or synthetic stucco without an engineered drainage system).
- Vinyl parts or weather strip that has non-factory-applied paint or stain voids the warranty of the affected unit.
- Warpage or air/water infiltration on any hinged door with a call-out height of greater than 6'10" unless WEATHER SHIELD'S multi-point lock system is used with the door.
- Insulated True Divided Lite units.
- Products with wood surfaces that are not covered within thirty (30) days after purchase with a high-quality top coat of paint, sealer or varnish. The top coat should be applied as recommended by the paint manufacturer and it is the customer's responsibility to properly care for and protect the woodwork against moisture or excessive dryness.
- Products with factory-applied primer paint that are not covered with a finish coat within six (6) months of unit installation.
- Products or components not provided by WEATHER SHIELD including but not limited to hardware locksets, strikes, or panning systems.
- WEATHER SHIELD products that are stacked or mulled with products manufactured by others.
- Products with modifications (e.g. customer applied paint finishes, tints, films) or security systems without prior approval.

### **ADDITIONALLY**

- Insulated units with capillary tubes will not have inert gas fill.
- ADA-compliant sills are not designed nor are they intended to manage moisture or water infiltration. The determination of proper building design and moisture management (through an overhang or otherwise) is the responsibility of your building designer, architect or contractor.
- Warping of a door shall not be deemed to be a product defect unless the warping is in the door panel itself and then only if the warping is more than one quarter inch. The amount of warp shall be determined by placing a taut wire or string or straightedge across the face of the installed door panel thought to be concave and measuring the amount of warp at the point of the greatest distance between the bottom of such wire, string or straightedge and the face of the door panel. WEATHER SHIELD may, at its option, defer action on a warping claim for a period of not more than ONE (1) year from the date of the claim to permit the door panel to adjust to temperature and humidity in its installed position.
- The performance of windows and doors may be affected by factors beyond WEATHER SHIELD'S control. Examples include handling and installation, construction details of the building, exposure conditions, maintenance, normal wear and tear, and migration of inert gas. Structural or thermal ratings are for comparison purposes only. While WEATHER SHIELD products are manufactured to meet or exceed published ratings, it is not possible to guarantee that they will meet or exceed those ratings after they have been installed.
- WEATHER SHIELD is not responsible for removing any defective products from the structure in which they are installed, or for installing any replacement products or components provided by WEATHER SHIELD pursuant to this limited warranty, or for any painting, refinishing or other work necessary to complete the installation of replacement products or components, all of which shall be the consumer's responsibility.

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### WEATHER SHIELD® LIMITED WARRANTY

#### CLASS ACTION AND JURY TRIAL WAIVER

YOU AGREE THAT ANY DISPUTE TO INCLUDE, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF JURY AND CLASS ACTION TRIALS (“DISPUTED CLAIMS”) MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ALSO AGREE THAT YOU AND WEATHER SHIELD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY A STATE OR FEDERAL COURT.

#### OPT-OUT PROCEDURE

YOU MAY CHOOSE TO OPT OUT OF THE CLASS ACTION AND JURY TRIAL WAIVER BY SUBMITTING A WRITTEN OPT-OUT FORM THAT CAN BE FOUND ON WEATHER SHIELD’S WEBSITE, [WWW.WEATHERSHIELD.COM/OPTOUT](http://WWW.WEATHERSHIELD.COM/OPTOUT), WITHIN SIXTY (60) DAYS FROM THE DATE YOUR WEATHER SHIELD PRODUCT IS INSTALLED. OPTING OUT OF THE CLASS ACTION AND JURY TRIAL WAIVER WILL NOT AFFECT ANY OTHER TERMS OF THIS LIMITED WARRANTY WHICH WILL REMAIN IN EFFECT.

#### Applicable Law

All Disputed Claims shall be governed and construed in accordance with the internal laws of the State of Wisconsin, regardless of any choice of law doctrine.

#### GENERAL PROVISIONS

*Selection and purchase of WEATHER SHIELD products which conform to all applicable building codes and local ordinances is the sole responsibility of the architect, building contractor or homeowner. WEATHER SHIELD assumes no responsibility for compliance with local building codes or ordinances, or for calculation and design of support mullions, structural support, or flashing required for installation. Consult with your local building code officials and/or a qualified contractor, architect or engineer for specific requirements.*

THERE ARE NO OTHER EXPRESS WARRANTIES EXCEPT AS SET FORTH HEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIODS OF COVERAGE OF THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY. WEATHER SHIELD SHALL NOT BE LIABLE FOR APPLICABLE TAXES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS TO PERSONS OR OTHER PROPERTY.

*Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.

NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF WEATHER SHIELD PRODUCTS HAS THE AUTHORITY TO ALTER OR CHANGE THESE WARRANTIES OR TO MAKE ANY OTHER WARRANTY EITHER ORALLY OR IN WRITING.

**Effective Date: August 15, 2019**