



# All Weather installation instructions must be followed for Warranty to be valid.

#### ALUMINUM WINDOWS & DOORS 1 year limited warranty

All Weather Architectural Aluminum, Inc. guarantees to the original registered owner occupant at the location of original installation of the products or components, that in the event the products or components fail to meet industry standards for performance against defects in material or workmanship within one (1) year from the date of manufacture, we will, at our sole discretion, repair, replace or refund the purchase price of the products or components. Broken glass or damage due to improper installation or abuse are not covered by this warranty. Industry standards are defined by the American Architectural Manufacturers Association (AAMA), WDMA (Window & Door Manufactures Association and CSA (Canadian Standards Association), (AAMA/WDMA/CSA 101/I.S.2/A440)

## **INSULATED GLASS** 10 year limited warranty

Every All Weather insulated glass unit is warranted for a period of ten (10) years from the date of manufacture except in the case of insulating glass containing decorative internal grids which are warranted for a period of one (1) year. All Weather warrants that under normal conditions of residential or light commercial use and service, moisture condensation, dust, and other foreign particles inside of the dead air space and/or loss of insulating value due to leakage of the unit at the sealed edges will not occur. In the event of a failed unit, All Weather will provide a replacement unit at no cost to the customer, or at its option, refund the original purchase price of said unit. This warranty applies to original units only, and does not include removal or re-installation after one (1) year from original installation date.

# WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS & TERMS

All Weather's obligations under this warranty are expressly conditioned upon payment in full for the products. In the event of a default in payment, the products are sold "as is, with all faults" and without any warranty express or implied. In no event shall any delay in payment serve to toll the running of the applicable warranty term of one (1) year.

The warranty on replacement products is limited to the remainder of the warranty period on the original products. Replacement products will be shipped FOB original customer. Replacement products shall be those that are currently available to All Weather at the time of replacement. Such replacement products will be reasonably similar to but may not exactly match the products being replaced.

### This warranty does not include removal or re-installation.

All Weather will not assume liability for glass breakage or damage caused by improper glazing, All Weather windows shipped open for field glaze, improper installation, vandalism, misuse, abuse, or acts of nature including earthquake, flood, and fire, or damage resulting from use in sloped glazing installations or improper treatment including exposure to any chemicals or substances detrimental to the insulating seal of the units; faulty building construction or design; or in conditions where water or moisture can accumulate and remain around the sealed edges of the units. This warranty does not cover single pane glass or IG units that are field glazed, regardless of glass supplier, to include All Weather supplied glass / units. Customer supplied glass is not covered.

The warranty applies only to the original registered owner-occupant at the location where the products were originally installed and is not transferable.

The paint surface of any special painted material is not covered under this warranty. Warranty claims for special paint must be filed with the paint vendor and are subject to their warranty terms and conditions.

This warranty is void where units are installed in other than a normal residential or light commercial application or in any environment where units are exposed to excessive temperature gradients from surface to surface.

All Weather products installed within 4 miles of a coastline require coastal hardware. Noncoastal hardware within 4 miles of a coastline is not covered under this limited warranty. Finish failure and/or corrosion of aluminum or specialty finishes on windows or doors within 4 miles of a coastline carries a 1 year limited warranty.

DISCLAIMER OF WARRANTY: WITH THE SOLE EXCEPTION OF THE EXPRESS WARRANTY SET FORTH HEREIN, ALL WEATHER DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING.

This Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY ALL WEATHER PRODUCTS, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND. Where disclaiming or limiting of implied warranties is prohibited by law, the duration of any implied warranty is limited to the duration of this express warranty, claims must be presented within the same time and in the same manner, and the relief shall not exceed that set forth herein.

LIMITATION OF REMEDIES: UNDER NO CIRCUMSTANCES WILL ALL WEATHER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. Such damages include but are not limited to those for personal injury, lost rents or profits, loss of use, claims of third parties, property damage claims or any claims arising from or alleged to have arisen from any breach of the warranty contained herein. All Weather is not responsible for repairing, refinishing, repainting or replacing any building materials or components associated with any warranty work, or for labor and materials as well as disposal costs associated with the installation of complete window products in replacement of previously installed defective products. The purchaser's sole and exclusive remedy is limited to the legal remedies described in this warranty. The statute of limitations applicable to all claims arising under this warranty shall be one (1) year from the date the claim accrues.

If All Weather provides any of the remedies identified in the Warranty above (repair, replacement of product or refund of purchase price), then purchaser / end user agrees that this limitation of remedy shall not have failed of its essential purpose.

No employee representative, or dealer of All Weather is authorized to modify, expand or change this warranty. The original purchaser of the AWAA products covered hereunder acknowledges that they have read and understand the warranty and are bound by its terms and agree to provide this warranty to the original owner-occupant of the property where the products are originally installed.

No Waiver: All Weather may, in its discretion and goodwill, provide benefits or services beyond what is covered under this warranty. Any such provision of benefits or services shall be limited to the specific instance in which it is provided and does not constitute admission of any defect or a waiver of All Weather's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this warranty in any or all other circumstances.