



# Shwinco Architectural Products, LLC

## THIRTY (30) YEAR TRANSFERABLE LIMITED RESIDENTIAL WARRANTY

Dominator™ windows and Guardian™ doors are warranted to the original purchaser (“Original Purchaser”), by their manufacturer, Shwinco Architectural Products, LLC (“Shwinco”), as described in this Thirty (30) Year Transferable Limited Residential Warranty (the “Residential Warranty”).

### Duration of Residential Warranty

This Residential Warranty shall remain in effect until the earlier of thirty (30) years from the date of the window and/or door installation, or as long as the Original Purchaser or Subsequent Purchaser (as defined below) owns the residence into which the windows and/or doors were installed.

### Transferability of Residential Warranty

The Original Purchaser may transfer this Residential Warranty to one (1) subsequent purchaser (“Subsequent Purchaser”) provided that within thirty (30) days of the date of title transfer, the Original Purchaser completes and submits Shwinco’s Warranty Transfer Form to Shwinco for approval. A transfer does not extend the duration of this Residential Warranty.

### Vinyl

Shwinco warrants that the vinyl extrusions used in its windows and doors are free from defects in material and workmanship and will not materially rot, rust, pit, corrode, peel or blister under normal residential usage for a period of thirty (30) years (10 years on painted frame finishes) from the date of installation.

### Insulated Glass

Shwinco warrants its insulated glass against seal failure (cloudy obstruction inside the glass panes) due to defects in material or workmanship. If such defects occur, Shwinco will provide a replacement insulated glass unit at no charge for a period of ten (10) years from the date the original unit was installed (the “Initial 10 Year Period”). If the glass should fail at any

time after the Initial Ten (10) Year Period, but before the twentieth (20<sup>th</sup>) anniversary of the date of original installation, the Original or Subsequent Purchaser may purchase a replacement insulated glass unit from Shwinco for an amount equal to fifty percent (50%) of Shwinco's current selling price for a new insulated glass unit.

#### Laminated Glass

Shwinco warrants the laminated glass in its windows and doors against delaminating for a period of ten (10) years from date of original installation, and will provide a replacement unit at no charge if Shwinco, in its sole discretion, determines delaminating to have occurred.

#### Stress Cracks

A stress crack is a crack in a pane of glass that begins at the edge of the glass and over time moves across the glass. Stress cracks are warranted for a period one (1) year from the date of installation if Shwinco, in its sole discretion, deems the stress crack to be caused by a manufacturing defect.

#### Glass Imperfections

Shwinco adheres to the American Society For Testing and Materials International's ("ASTM") pass/fail criteria for glass quality. In order to determine if an imperfection in a pane of glass exists, an object (and not the glass itself) must be viewed through the glass from a distance of ten (10) feet. If an imperfection is detected that is outside of the center 75% of the glass (i.e. the viewing area), or if no imperfections are detected, the glass is considered acceptable.

Any claim of glass imperfection under this Residential Warranty must be made within thirty (30) days of the date of original installation. Shwinco reserves the right to determine, in its sole discretion, whether or not a glass imperfection exists.

#### Condensation

Condensation is not an indication that a window or door is defective and therefore is not covered under this Residential Warranty. Condensation is an indicator of excess moisture in the air inside one's residence, and may require a dehumidifier or other means to remove it.

#### Residential Intruder Protection

For all window and door units which contain laminated glass, Shwinco warrants that for a period of ten (10) years following a unit's installation, Shwinco will reimburse the Original or Subsequent Purchaser for property loss arising from a burglary due to forced entry through a locked pane of glass that is glazed into a Shwinco window or door.

The amount eligible to be claimed will be the lesser of 1) the Original or Subsequent Purchaser's (as the case may be) insurance deductible or 2) one thousand dollars (\$1,000.00). The Original or Subsequent Purchaser must, within 30 days of the burglary, complete and submit Shwinco's Burglary Claim Form.

### Hardware

Shwinco warrants hardware (locking mechanisms, fasteners, rollers, balancers, etc., excluding screens and the finish on door handles) against peeling, flaking, rusting, blistering and corrosion for a period of ten (10) years from the date of original installation. If such defects occur, Shwinco will provide the replacement parts that it, in its sole discretion, deems suitable, at no charge. This Residential Warranty does not cover normal wear due to weathering, sunlight, atmospheric conditions, or severe weather incidents. Wear and tear that results in hardware discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments also is not covered.

### Validation Of and Claims Made Under This Residential Warranty

This Residential Warranty must be validated by mailing (or emailing to [info@shwinco.com](mailto:info@shwinco.com)) the completed Warranty Registration Form to Shwinco Architectural Products, LLC, 171 Jet Services Way, Dothan, Alabama 36303 (Attention: Warranty Department) within thirty (30) days of the window's and/or door's installation. Any claims made under this Residential Warranty must also be submitted to the physical or email address listed above.

### Labor and Shipping Costs

Shwinco is not responsible for any labor or shipping costs incurred in the removal, replacement, installation, reinstallation and/or transportation of any Shwinco replacement product or part.

### Limitations and Conditions

Shwinco shall have no liability whatsoever under this Residential Warranty for any damage or product imperfection/failure caused by:

- A. Improper handling or storage, or by installation not in strict adherence with Shwinco's written instructions.
- B. Impact of foreign objects, extreme weather or acts of God, fire, explosion, or other casualty, insects or other vermin.
- C. Application of any paint, varnish or coating over the original vinyl surface by any party other than Shwinco.
- D. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.

- E. Defects in an insect screen that occur more than twelve (12) months from the date of installation.
- F. Application of aftermarket film to any glass.
- G. Pressure washing.

Product Changes

Shwinco reserves the right to discontinue or change any product it manufactures at any time. If, at the time any claim is made under this Residential Warranty, the product, part or component of the product originally installed is not available, Shwinco reserves the right to substitute any part or component of equal or greater quality and/or price.

Limited Warranty

This Residential Warranty is a limited warranty and is in lieu of all other warranties, express or implied. Shwinco expressly disclaims and excludes all other warranties, including any warranty of merchantability, fitness for a particular purpose, or any other implied warranties. Shwinco shall not be liable for any incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. **This Residential Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**

Homeowner \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Installation Company \_\_\_\_\_

Installer \_\_\_\_\_

Date of installation \_\_\_\_\_

Certificate No. \_\_\_\_\_