



Limited Warranty – Glass

DISCLAIMER:

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

LIMITED TEN YEAR WARRANTY – GLASS:

Glass 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, Inc. warrants that its glass units, when installed within the Continental United States, will not materially obstruct vision as a result of dust, film or moisture collection on the interior surfaces of the glass for ten years from the date of manufacture to the original owner only, subject to the terms and conditions outlined herein.

COVERAGE OF GLASS WARRANTY:

The obligations under this warranty shall be limited to repair or replacement of glass found to be defective within the applicable period described above and in accordance with terms and conditions described elsewhere herein.

LIMITED FIVE YEAR WARRANTY – COMPONENTS:

Component parts are warranted for a five (5) 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.

COVERAGE OF COMPONENTS WARRANTY:

The obligations of Custom Window Systems, Inc. under this warranty shall be limited to repair or replacement of component parts found to be defective within the applicable period described above and in accordance with terms and conditions described elsewhere herein.

INSPECTION:

All scratches shall be visually inspected from a distance of 10 feet. 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.

All defects of glass and/or fabrication larger than 1/8" in diameter (from a distance of ten feet) will not be allowed. Large clusters or close spacing will not be allowed inside the inner 80% (the viewing oval) which is the area a person normally looks through. Small clusters of defects outside the viewing oval (the outer 20%) will be allowed.

Due to a number of factors such as heat processing, frame binding, etc., distortions of reflected objects cannot be considered a defect of the final fabricated 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 effect 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 AFTER MARKET COATING OR FILM PRODUCT VOIDS THIS WARRANTY IN ITS ENTIRETY.

This limited 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 a particular purpose are limited in duration to the express warranties herein.

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 or the limitation of remedies for a breach of warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

CLAIMS PROCEDURE:

If a warranty claim should become necessary, the original consumer purchaser should contact the INSTALLING DEALER. No person, firm or corporation is authorized to alter or change the above warranty or to impose any other liability on Custom Window Systems, Inc.

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Updated 8/30/2004 4:35 PM