



LIMITED WARRANTY – Vinyl Film Windbreakers

LIMITED TEN (10) YEAR NONTRANSFERABLE WARRANTY:

Disclaimer:

Vinyl film has prevalent characteristics such as slight discolorations, blurs, bubbles, and hairline scratches. These are expected as they are inherent qualities in the vinyl and do not constitute a manufacturing defect.

Custom Window Systems, Inc. warrants aluminum frame windbreakers to be free of manufacturing and/or material defects. This Warranty applies for 10 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 covers only those manufacturing and material defects, as specified herein and does not include defects or damages attributable to faulty or improper installation; normal weathering; 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, chlorine, 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 vinyl film surface edges or occurrences beyond Custom Windows control.

It is not a manufacturing or material defect if the vinyl film and/or screen are damaged when impacted by high winds and/or wind-borne debris and the vinyl film remains adhered to the interlayer. There is also no manufacturing or materials defect if flying glass or wind-borne debris damages the vinyl film, frame or screen. It is not a manufacturing or material defect if the vinyl film and/or screen is damaged when impacted by high winds and wind-borne debris that exceed the established Engineering test parameters.

This warranty shall be null and void if harmful solvents are used to clean the frame, sash component, vinyl film or if the frame and/or sash component are painted or coated in any way. This warranty is void if the windbreakers were pressure cleaned.

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.

Aluminum Frame-10 Years

The aluminum frame is warranted for 10 years from the date of original purchase, if properly used and installed, to the original consumer purchaser, to be free of defects in material and workmanship, ordinary wear and tear excepted.

Vinyl Film-10 Years

Vinyl film is warranted for a ten (10) year period, if properly used and installed, commencing from the date of sale to the original consumer purchaser against fading and cracking, provided the cleaning instructions are followed, ordinary wear and tear excepted. This warranty is not transferable and ensures only the benefit of the original consumer purchaser.

Hardware-10 Years

Hardware 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 warrants hardware (locking mechanisms, fasteners, balances, etc., excluding rollers and screen) against peeling, flaking, rusting, blistering, and corrosion for ten (10) years from the date of original purchase. If such defects occur, Custom Windows will provide replacement parts at no charge.

Screen Frame-10 Years

The Custom Window Systems aluminum screen frame is warranted against peeling, flaking, blistering and corrosion for 10 years from the date of original purchase. If such defects occur, Custom Window Systems will provide replacement parts at no charge.

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 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.

CUSTOM WINDOW SYSTEMS, INC -VINYL FILM WINDBREAKERS

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.

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 five (5) years on all materials and will not be transferable.

Other Warranty Considerations

On some installations, caulking is used to seal the frames or trim package against water or air penetration. Caulking is not considered a part of the Custom Window Systems product, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the homeowner.

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 vinyl film Windbreakers, 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 vinyl film Windbreaker 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.

Care Instructions For Your Vinyl Film Windbreakers

Vinyl film is not glass and should not be treated as you would treat glass. Extreme care must be taken when cleaning your vinyl film windbreakers. Do not use any harsh cleaners or detergents. It is imperative that no formulas containing bleach are used, including professional pressure cleaners. For the best results, your windbreakers need to be cool before washing. Make sure all dust and loose sand or grit has been removed from all areas of the frame. This best accomplished with the soft brush attachment of your vacuum cleaner. We recommend that you use our vinyl cleaner which has been specially formulated for our vinyl film windbreakers or Woolite® reduced with water in accordance with the instructions on the Woolite® bottle. You may purchase our cleaner from your Custom Window Systems, Inc. dealer. PLEASE NOTE: Vinyl film can be easily punctured or cut. Remove all jewelry from your hands and arms before cleaning your vinyl film windbreakers.

HOMEOWNER CHECK LIST - HIGH WIND EVENTS

Homeowners who have Custom Window Systems vinyl film windbreakers installed in their homes and have experienced windborne debris, should contact their builder or contractor if they have concerns about storm damage to their vinyl film windbreakers or screens. 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 vinyl film windbreaker may appear to be in good working 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 window and door following a high-wind event.

Homeowner Checklist for Vinyl Film Windbreakers Affected by a High-Wind Event or Hurricane

1. Check for visual damage on each vinyl film windbreaker. Is the vinyl film or screen torn as the result of the event? Are aluminum members of the frame or sash cracked or damaged as a result of the event?

If the answer is "YES" to either of these questions, call your insurance company to assess the damage. If the answer is "NO," continue to the next check section.

2. Ensure the window is still functional. **USE EXTREME CAUTION WHEN OPERATING WINDOWS IN CASE THE SASH IS NOT SECURED IN THE FRAME!**

- a) Will the sash move freely up and down?
- b) Will a door swing out and in?
- c) Will a Slider (glider) sash move freely to the left and right?
- d) Test the locking system. Are you able to lock the window or door?

If the answer is "NO" to ANY of these questions, call your insurance company to assess the damage.

CUSTOM WINDOW SYSTEMS, INC -VINYL FILM WINDBREAKERS

Custom Window Systems, Inc.
1900 SW 44th Ave.
Ocala, Florida 34474
800-550-1081

Sold to _____ **Name**

Address _____

Date _____

