

## LIMITED WARRANTY SPECIFICATIONS FOR RESIDENTIAL PRODUCTS

**I. General Conditions.** ESWINDOWS LLC (“ESWINDOWS”) warrants its windows and doors (“Products”), from the first date of delivery by ESWINDOWS, against manufacturing and/or material defects to the original owner-occupied single-family residence in which the Products were installed for the time period specified herein. This warranty only applies to ESWINDOWS’s Products specifically listed below and that have been used solely for their intended purposes, under normal and appropriate use, properly installed and with regular maintenance, subject to the **terms and conditions contained in this limited warranty certificate.**

This warranty is valid from the initial date of delivery by ESWINDOWS of the products.

	DESCRIPTION OF COMPONENTS	WARRANTY PERIODS
<b>HARDWARE</b>	<b>ACCORDING TO SYSTEM(S) SUPPLIED</b>	<b>3 YEARS</b>
<b>ALUMINUM FRAME</b>	<b>AAMA 2605</b>	<b>15 YEARS</b>
	<b>AAMA 2604</b>	<b>10 YEARS</b>
<b>GLASS</b>	<b>LAMINATED (PVB)</b>	<b>10 YEARS</b>
	<b>LAMINATED (SGP)</b>	<b>10 YEARS</b>
	<b>INSULATED</b>	<b>10 YEARS</b>

\*Elite ® Series: ES-EL100; ES-EL150; ES-EL200; ES-5000; EL-400; EL-300; ES5100

\*\*Prestige ® Series: ES-SW340; ES-P252; ES-H340; ES-SGD2020; ES-46T; ES-FX2020; ES-FX3050; ES-8000

\*\*\*Multimax ® Series: MX-1000; MX-1500; MX-2000; MX-3000; MX-4000

**II. Your Remedy:** ESWINDOWS’s sole liability under this warranty is limited to repairing or replacing, free of charge, any defective part or parts of the Products at ESWINDOWS’s sole option. The original warranty period will not be extended by such repair or replacement. In the event we find a Product to be defective, ESWINDOWS will ship unit, part and or piece to customer. ESWINDOWS will not perform any labor related to repairs or installation work. IN NO CASE SHALL THE LIABILITY OF ESWINDOWS EXCEED THE ORIGINAL VALUE OF THE PRODUCT DEEMED DEFECTIVE. UNDER NO CIRCUMSTANCES SHALL ESWINDOWS BE HELD LIABLE OR RESPONSIBLE, DURING THE INSTALLATION OR THE REPLACEMENT OF AN ESWINDOWS PRODUCT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, SECONDARY OR ACCIDENTAL DAMAGES.

### III. Exceptions, Limitations, Exclusions, Qualifications

1. This warranty covers only products and components supplied by ESWINDOWS that have not been changed or modified outside our facilities.
2. ESWINDOWS will not be held liable for any work performed, or material supplied by others. Any component or Product NOT manufactured by ESWINDOWS shall be limited to the original manufacturer’s warranty.
3. ESWINDOWS shall not be liable for material damage in handling or installation, or when not installed in accordance with the ESWINDOWS Installation Manual Guidelines. ESWINDOWS’s limited warranty covers ESWINDOWS’s manufactured Products only. Perimeter conditions, caulking, sealants, among others are explicitly excluded from ESWINDOWS’s limited warranty. The ESWINDOWS limited warranty is based upon the system itself, it does not warrant the installation of the system.
4. ESWINDOWS reserves the right to modify or discontinue any of its currently manufactured products without incurring any obligation to incorporate or add these modifications to units already manufactured and delivered. If ESWINDOWS decides to replace a Product that falls under the present warranty, or if a part is no longer available, ESWINDOWS may substitute the part in question with one or more parts of comparable quality.

5. This warranty does not apply to, and ESWINDOWS expressly assumes no responsibility for, circumstances outside of control by ESWINDOWS, including but not limited to: glass breakage, product failure due to improper usage, handling or storage, incompatibility between materials, improper building construction, excessive building movements, failure to provide routine, documented and reasonable maintenance and inspection, scratches or abrasions to the product, abnormal environment conditions, damage caused by water entry from sources outside ESWINDOWS materials, fire or other casualty, physical damage, field fabrication, finishing or formed damages caused by any chemicals used on or around the product, government restrictions, acts of aggression, or acts of God. ESWINDOWS EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. ESWINDOWS WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
6. This warranty does not cover damage to the product, property, or person, when they are caused by mold, fungus or any other toxin, not attributable to a product defect provided ESWINDOWS. Corrosion of any product or component caused by exposure to salty atmospheres, acid rain, alkaline, or other extreme condition(s) is not covered. Repair of thermal barrier dry shrinkage resulting in leakage will be limited to the repairs described in the AAMA Technical Bulletin 91-1. If the residential home is in a sea coastline, sea salt will damage the aluminum panels; therefore, we recommend using DURANAR paint.
7. **Finish:** This warranty covers factory applied finishes or exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color per applicable AAMA Specifications 2604, 2605 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the residential home site are used. ESWINDOWS reserves the right to re-finish defective components in the field, using air-dry products. Corrosion, deterioration, or wear of aluminum cladding in powder finishes at exterior aluminum members installed within one (1) mile or less from any coastal or high salt concentration environments are not warranted. Aluminum finishes carry a limited warranty noted herein depending on exposure from corrosive atmospheres:
  - Anodized at exterior and interior aluminum members: 3 Years
  - Powder finish at exterior aluminum members: 3 Years
  - Powder finish at interior aluminum members: 10 Years
  - Durastar: 10 Years
  - Duranar: 15 Years
8. **Glass:** This warranty covers glass purchased and factory glazed by ESWINDOWS, under the following specifications:
  - a) Insulating glass is covered against defective materials or workmanship which could result in materials obstruction of vision caused by dust collection or film formation on internal glass surface due to failure of the insulated glass seal.
  - b) Laminated glass covered against de-lamination.
  - c) Spandrel glass coating is covered against peeling, cracking or coating deterioration. This warranty does not cover spandrel glass discoloration if coating is exposed to UV radiation.
  - d) Glass breakage is not covered by this warranty.
9. **Hardware:** According to the system(s) used on the residential home.
10. **Protection Films:** Surface protection films used on the protection of windows exposed to weather, raw aluminum, anodized, electrocolor, painted steel and glass carry a limited eight (8) months warranty that begins to be effective from the systems arrival date to the residential home. For optimal performance ESWINDOWS recommends no to exceed this time frame. If exceeded, adherence may increase causing issues upon removal. Under no circumstances will ESWINDOWS be held responsible for incidental or consequential damages.
11. As a warranty requirement, all products must be cleaned and washed with tap water at least once every three (3) months, four (4) times a year. There must be traceable evidence of these actions by supporting documentation (maintenance log) from a professional cleaning company. Cleaning and maintenance are not the responsibility of ESWINDOWS and are not covered by this warranty.
12. ESWINDOWS'S WARRANTY WILL BE VOID IF FULL PAYMENT IS NOT RECEIVED WITHIN A COMMERCIALY REASONABLE TIME FRAME. ESWINDOWS MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE PRODUCT OR ITS SELECTION AND APPLICATION, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE, AGENT OR DISTRIBUTOR OF ESWINDOWS, OTHER THAN THE PRESIDENT, IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY, EITHER ORALLY OR IN WRITING.
13. This warranty does NOT cover ESWINDOWS products installed in commercial, investment, and non-owner occupied residential dwellings such as rental homes, condos, apartments, etc. or, used for commercial purposes such as office

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*Version revised: August 10, 2022*

buildings, government owned buildings, schools, universities, etc. Nor does it cover ESWINDOWS products installed in residences outside of Florida.

## **VI. Registration**

To obtain our limited warranty, you must register your products within ninety (90) days after the delivery date of Products ("Registration Period"). The warranty must be activated online by completing the registration form available at <https://eswindows.com/warranty-certificate/> using the consecutive number referenced in the first page. If the warranty is not registered within the Registration Period, its coverage will be by default of one (1) year as of the initial date of delivery by ESWINDOWS of the Products, even if not immediately delivered to end customer.

## **VII. Claims**

Any claim under this warranty must be submitted in writing within ninety (90) days after: a) discovery of defect (s), or b) the time at which defect (s) should have been discovered through reasonable diligence, through ESWINDOWS's customer service line at [service@eswindows.com](mailto:service@eswindows.com). All claims must include Product identification (mark and system), order number or other legal documentation, the address where the Product is installed and a description of the problem with photos and videos. ESWINDOWS Products are tested and have passed an inspection process achieving international standards and specifications. If you need further assistance you can contact us at + 57 305-507-4545

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