

WALSH WINDOWS & DOORS

Tundra Series Vinyl Windows & Doors

Single-Family Housing Limited Warranty

WALSH WINDOWS & DOORS (hereinafter referred to as “WWD”) offers a Limited Warranty on our fenestration systems for materials and workmanship from date of purchase to the original property owner(s) named in this certificate (hereinafter referred to as “original property owner(s)”).

The warranty does not cover normal wear and tear or damage from abuse, neglect, misuse, improper maintenance, improper installation, alterations to the product, or damages caused by others. This warranty does not apply where warranted systems or any part(s) thereof have been reconstructed, repaired, or altered by anyone other than WWD or its authorized representative, or have been used with any third-party product or hardware that has not been previously approved in writing by WWD. This warranty also does not include any possible labor charges that may incur.

EXCEPT FOR THE WARRANTY SET FORTH BELOW, WWD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, PRODUCT SYSTEMS, MATERIALS, WORKMANSHIP, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SINGLE-FAMILY WARRANTY COVERAGE

VINYL - WWD warrants to original property owner(s) that the virgin vinyl material will not blister, corrode, or flake under conditions of ordinary wear because of manufacturing defects in the vinyl frame and sash extrusions for **20 years** from the date of purchase. The interior and exterior lamination is warranted to original property owner(s) against blistering or peeling for **15 years** from the date of purchase. WWD does not warrant against normal weathering conditions. Normal weathering will cause any surface to gradually fade or darken. Normal weathering includes but is not limited to color change (uniform fading), impact reduction and shrinkage. WWD does not warrant adhesion or film integrity for unsupported laminate film locations. WWD does not warrant the adhesion of glazing tapes and glazing sealants to laminate film. WWD does not warrant against minor thermal movement i.e., expansion, contraction and bowing due to incidental solar radiation.

GLASS SEAL FAILURE - WWD warrants the hermetic seal on all insulated units against fogging, dust, or moisture development between the glass, under normal use and service, for a period of **20 years** (or **10 years** for architectural or geometric shapes) from the date of purchase to original property owner(s). This warranty is for glass only, and the replacement labor is the responsibility of the property owner. Small marks, scratches, or spots that do not exceed WWD standards or that of the federal government under specifications DD-G-451D or ASTM C1036 Standard Specifications for flat glass are excluded from this warranty.

GLASS STRESS CRACK - WWD vinyl windows are warranted against stress cracks for **1 year** from the date of purchase to the original property owner(s). This warranty does not include specialty glass such as tempered, obscure, glass furnished or requested by the customer, or intentional acts of vandalism.

HARDWARE - WWD warrants to original property owner(s) that the hardware installed on its windows against failure and manufacturing defects for **20 years** from date of purchase. This warranty does not cover damage due to abuse, misuse, improper installation, or negligence of the product.

BLINDS – WWD blinds between the glass are warranted for **5 Years** from date of purchase to original property owner(s) against defects in manufacturing, workmanship, and seal failure, including standard hardware and mechanical components, and the internal blind magnetic operators.

REPAIR / REPLACEMENT

This warranty is further limited as follows: WWD, at its sole discretion, shall be entitled to elect to either repair or replace any products, materials, or parts which do not conform to this warranty. No right to repair or replacement is available except as provided in this paragraph. **THIS PARAGRAPH SETS FORTH THE SOLE AND EXCLUSIVE REMEDY AND WWD'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

WALSH WINDOWS & DOORS

Tundra Series Vinyl Windows & Doors

Multi-Family Housing / Rental Property / Commercial Property Limited Warranty

WALSH WINDOWS & DOORS (hereinafter referred to as WWD) offers a Limited Warranty on our fenestration systems for materials and workmanship from date of purchase to the original property owner(s) named in this certificate.

The warranty does not cover normal wear and tear or damages from abuse, neglect, misuse, improper maintenance, improper installation, alterations to the product, or damages caused by others. This warranty does not apply where warranted systems or any part(s) thereof have been reconstructed, repaired, or altered by anyone other than WWD or its authorized representative, or have been used with any third-party product or hardware that has not been previously approved in writing by WWD. This warranty also does not include any possible labor charges that may incur.

EXCEPT FOR THE WARRANTY SET FORTH BELOW, WWD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, PRODUCT SYSTEMS, MATERIALS, WORKMANSHIP, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

MULTI-FAMILY / RENTAL PROPERTY / COMMERCIAL PROPERTY WARRANTY COVERAGE

VINYL - WWD warrants that the virgin vinyl material will not blister, corrode, or flake under conditions of ordinary wear because of manufacturing defects in the vinyl frame and sash extrusions for **20 years** from the date of purchase to original property owner. The interior and exterior lamination is warranted against blistering or peeling for **15 years** from the date of purchase to the original property owner. WWD does not warrant normal weathering conditions. Normal weathering will cause any surface to gradually fade or darken. Normal weathering includes but is not limited to color change (uniform fading), impact reduction and shrinkage. WWD does not warrant adhesion or film integrity for unsupported laminate film locations. WWD does not warrant the adhesion of glazing tapes and glazing sealants to laminate film. WWD does not warrant against minor thermal movement i.e., expansion, contraction and bowing due to incidental solar radiation.

GLASS SEAL FAILURE - WWD warrants the hermetic seal on all insulated units against fogging, dust, or moisture development between the glass, under normal use and service, for **10 years** from date of purchase to original property owner. This warranty is for glass only, and the replacement labor is the responsibility of the property owner. Small marks, scratches, or spots that do not exceed WWD standards or that of the federal government under specifications DD-G-451D or ASTM C1036 Standard Specifications for flat glass are excluded from this warranty.

GLASS STRESS CRACK - WWD vinyl windows are warranted for **1 Year** from date of purchase to original property owner period against stress cracks. This warranty does not include specialty glass such as tempered, obscure, glass furnished or requested by the customer, or intentional acts of vandalism.

HARDWARE - WWD warrants the hardware installed on its windows against failure and manufacturing defects for **10 years** from date of purchase to original property owner. This warranty does not cover damage due to abuse, misuse, improper installation, or negligence of the product.

BLINDS - WWD blinds between the glass are warranted for **3 Years** from date of purchase to original property owner against defects in manufacturing, workmanship, and seal failure, including standard hardware and mechanical components, and the internal blind magnetic operators.

REPAIRS / REPLACEMENT

This warranty is further limited as follows: WWD, at its sole discretion, shall be entitled to elect to either repair or replace any products, materials, or parts which do not conform to this warranty. No right to repair or replacement is available except as provided in this paragraph. **THIS PARAGRAPH SETS FORTH THE SOLE AND EXCLUSIVE REMEDY AND WWD'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

WALSH WINDOWS & DOORS

Tundra Series Vinyl Windows & Doors

Tundra 6800 Patio Door - Limited Warranty

WALSH WINDOWS & DOORS (hereinafter referred to as WWD) offers a Limited Warranty on our fenestration systems for materials and workmanship from date of purchase to the original property owner(s) named in this certificate.

The warranty does not cover normal wear and tear or damage from abuse, neglect, misuse, improper maintenance, improper installation, alterations to the product, or damage caused by others. This warranty does not apply where warranted systems or any part(s) thereof have been reconstructed, repaired, or altered by anyone other than WWD or its authorized representative, or have been used with any third-party product or hardware that has not been previously approved in writing by WWD. This warranty also does not include any possible labor charges that may incur.

EXCEPT FOR THE WARRANTY SET FORTH BELOW, WWD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, PRODUCT SYSTEMS, MATERIALS, WORKMANSHIP, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

DOOR UNIT WARRANTY COVERAGE

VINYL - WWD warrants to original property owner(s) that the virgin vinyl material will not blister, corrode, or flake under conditions of ordinary wear because of manufacturing defects in the vinyl frame and sash extrusions for **20 years** from the date of purchase. The interior and exterior lamination is warranted against blistering or peeling for **15 years** from the date of purchase to the original property owner(s). WWD does not warrant against normal weathering conditions. Normal weathering will cause any surface to gradually fade or darken. Normal weathering includes but is not limited to color change (uniform fading), impact reduction and shrinkage. WWD does not warrant adhesion or film integrity for unsupported laminate film locations. WWD does not warrant the adhesion of glazing tapes and glazing sealants to laminate film. WWD does not warrant against minor thermal movement i.e., expansion, contraction and bowing due to incidental solar radiation.

The multipoint locking system is warranted against mechanical failure for **20 years** from date of purchase to the original property owner(s) as long as the original property owner(s) resides in the home in which the product is installed. This warranty does not apply to corrosion or finish of these components, nor to minor adjustments of the door or hardware to maintain proper operation and ease of use.

GLASS SEAL FAILURE - WWD warrants the hermetic seal on all insulated units against fogging, dust, or moisture development between the glass, under normal use and service, for **10 years** from date of purchase to original property owner. This warranty is for glass only, and the replacement labor is the responsibility of the property owner. Small marks, scratches, or spots that do not exceed WWD standards or that of the federal government under specifications DD-G-451D or ASTM C1036 Standard Specifications for flat glass are excluded from this warranty.

BLINDS - WWD blinds between the glass are warranted for **5 Years** from date of purchase to original property owner(s) against defects in manufacturing, workmanship, and seal failure, including standard hardware and mechanical components, and the internal blind magnetic operators.

REPAIRS / REPLACEMENT

This warranty is further limited as follows: WWD, at its sole discretion, shall be entitled to elect to either repair or replace any products, materials, or parts which do not conform to this warranty. No right to repair, replacement, or refund is available except as provided in this paragraph. **THIS PARAGRAPH SETS FORTH THE SOLE AND EXCLUSIVE REMEDY AND WWD'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

WALSH WINDOWS & DOORS

Tundra Series Vinyl Windows & Doors

Limited Warranty- Factory-Applied Exterior Painted Coatings

WALSH WINDOWS & DOORS (hereinafter referred to as WWD) offers the following Limited Warranty on our factory-applied exterior painted coatings. WWD warrants to the original property owner(s) named in this certificate that any product purchased from WWD with a factory-applied exterior painted coating is warranted against peeling, cracking, blistering, and significant ultraviolet discoloration on the applied painted surface for the following time periods from the date of purchase:

15 Years - Residential

5 Years - Multi-Family Housing/Rental Property/Commercial Property

With respect to fading or discoloration, if the warranted coating is found to have faded or discolored more than 6 Delta E units under normal environmental atmospheric conditions within the applicable warranty period, the coating shall be replaced in the field at WWD's expense.

This warranty does not cover normal wear and tear or damage from abuse, neglect, misuse, improper maintenance, improper installation, alterations to the product, or damages caused by others. This warranty does not apply where warranted systems or any part(s) thereof have been reconstructed, repaired, or altered by anyone other than WWD or its authorized representative, or have been used with any third-party product or hardware that has not been previously approved in writing by WWD. This warranty also does not include any possible labor charges that may incur.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, WWD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, PRODUCT SYSTEMS, MATERIALS, WORKMANSHIP, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

REPAIRS / REPLACEMENT

This warranty is further limited as follows: except with respect to replacement of faded or discolored coatings as described above, WWD, at its sole discretion, shall be entitled to elect to either repair or replace any products, materials, or parts which do not conform to this warranty. No right to repair, replacement, or refund is available except as provided in this paragraph. **THIS PARAGRAPH SETS FORTH THE SOLE AND EXCLUSIVE REMEDY AND WWD'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

WALSH WINDOWS & DOORS

Tundra Series Vinyl Windows & Doors

Limited Warranty- Optional Purchased Screen Limited Warranty

WINDOW SCREENS - WALSH WINDOWS & DOORS (hereinafter referred to as WWD) warrants to original property owner(s) named in this certificate that, except as limited herein, the window screen material on WWD screens will not blister or corrode for **15 Years** from date of purchase. This warranty does not cover normal wear and tear or damage from abuse, neglect, misuse, improper maintenance, improper installation, alterations to the product, or damage caused by others. This warranty does not apply where warranted materials have been reconstructed, repaired, or altered by anyone other than WWD or its authorized representative, or have been used with any third-party product or hardware that has not been previously approved in writing by WWD.

Patio door screens are excluded from this warranty. This warranty also does not apply to products, product systems, materials, parts, or components to which the Multi-Family Housing/Rental Property/Commercial Property Warranty applies.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, WWD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, PRODUCT SYSTEMS, MATERIALS, WORKMANSHIP, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

WALSH WINDOWS & DOORS

Tundra Series Vinyl Windows & Doors

ADDITIONAL TERMS AND LIMITATIONS REGARDING PRODUCTS AND LIMITED PRODUCT WARRANTIES – WINDOWS, DOORS, PAINT, & INTERIOR AND EXTERIOR LAMINATIONS

PRODUCT CHANGES

WWD reserves the right to discontinue or change any products that it manufactures. If the part or component of the warranted fenestration product originally installed is no longer available, and WWD has determined that replacement is warranted, WWD shall have the right to substitute a product determined by WWD to be of equal price and/or quality.

CERTAIN TERMS AND CONDITIONS

If WWD elects the replacement remedy under any WWD Limited Warranty, WWD will invoice the original property owner for any defective parts replaced. Once a factory analysis determines a defect exists and a WWD Limited Warranty is implicated, WWD shall credit the account in full for the replacement parts. WWD shall not be held responsible for any incidental or consequential damages to the structure as a result of any failed or defective products or other breach of warranty.

Some states do not allow exclusion or limitations of incidental or consequential damages or limitation of duration of an implied warranty. Specific legal rights may vary from state to state. After issuance, a WWD Limited Warranty may not be changed by any representative of WWD, or any of its distributors or dealers.

CONDENSATION, MOLD, AND MILDEW

Condensation on the room side or exterior surface of any insulated glass unit is a natural result of excessive moisture inside or outside the structure and does not constitute a defective product. Furthermore, mold or mildew developing as a result of condensation is the sole responsibility of the property owner. WWD shall not be held responsible for any damages because of mold or mildew inside or outside the structure.

DAMAGE - RELATED EXCLUSIONS

The following damages or occurrences, or damages or conditions caused by any of the following, are not covered and are expressly excluded from any WWD Limited Warranty:

- Normal wear and tear.
- Improper use or maintenance.
- Product failure or damage due to negligent handling, installation by anyone other than WWD or its authorized representatives, or any modifications to the product to remedy improper installation.
- Units assembled or mulled improperly at the point of installation.
- Failures due to modification for shading devices or other materials.
- Failures due to modification for any security device.
- Water infiltration other than a direct result of defective warranted material or manufacturing workmanship.
- Damage caused by others making modifications to structure, including, without limitation painting, washing, sanding, or construction.
- Atmospheric or airborne pollutants, acid rain, salt, or other caustic pollutants.
- Delivery damage by companies other than WWD.

- Repainting, staining, or other alterations to the factory-applied exterior painted coating.
- Minor scratches or visual imperfections within industry quality control standards.
- Damage or scratches to the factory-applied exterior painted coating and interior and exterior laminations that occurs after the product leaves the WWD facility or WWD delivery vehicle, regardless of damage occurring from shipping, handling, storage, or installation of the product.
- Scratches or scoring from normal operation of the window.
- Damage caused by external factors, including, without limitation, stucco leach, acidic washes, hard duct tapes, and blowing sand.
- Fading or discoloration is normal for any painted material.
- Excessive buildup of heat stemming from the use of storm windows, storm doors, shutters, or any type of exterior window or door covering for any purpose.
- Any “Act of God”, including, without limitation, wind damage, hail, hurricanes, tornadoes, ice storms, blizzards, or lightning.

GENERAL EXCLUSIONS

The following general exclusions apply to and preclude application of all WWD Limited Warranties but shall not be considered to limit any other exclusions set forth in any WWD Limited Warranty or above.

- Installation that exceeds or deviates from product design or is not in compliance with local building codes.
- Tarnish, corrosion, or discoloration of hardware or vinyl finish, this is a condition of aging and it is the responsibility of the property owner to maintain the product, cleaning, washing, and similar upkeep.
- Screens are not covered except as provided in the Optional Purchased Screen Limited Warranty.
- Caulking is a maintenance issue to be taken care by the property owner after installation. Damage caused by any failure relating to caulking is not covered under any WWD Limited Warranty.

LABOR-RELATED EXCLUSIONS

The following labor-related exclusions apply to all WWD Limited Warranties but shall not be considered to limit any other exclusions set forth in any WWD Limited Warranty or above.

- In the instance of a warranty replacement product reinstallation, WWD will not be held responsible for any labor costs, or any products outside of original products supplied by WWD, including but not limited to, flashing, caulk, nails, screws, insulation, framing or trim materials, and any refinishing of such items.
- Replacement and installation of sash, glass, or other components are excluded.
- Removal and disposal of defective material or products are excluded.
- Painting, staining, or finishing of repaired or replaced product components, trim, woodwork, or any other item that might need refinishing are excluded.
- Service trips or trips to provide instruction on correct use of product are excluded but may be charged by WWD to the party requesting the service or instruction.

SPECIAL NOTE

All products manufactured by companies other than WALSH WINDOWS & DOORS yet furnished by WWD may be subject to warranties provided by, and may be serviced by, such other manufacturer. WWD makes no warranty, and shall not be liable in any respect whatsoever, with respect to any product manufactured by others.

The CONTRACTOR must complete the section below and give this to the property owner for any future warranty claims.

Contractor _____ Property Owner _____

Date _____ Address _____

Production Number on Invoice _____ City/State/ZIP _____