

# Limited Warranty on Doors, Windows, and Curtain walls Used in Residential and Commercial Installations

THIS LIMITED WARRANTY IS APPLICABLE TO RESIDENTIAL<sup>1</sup> AND COMMERCIAL<sup>2</sup> INSTALLATIONS OF DOORS AND WINDOWS (HEREAFTER REFERRED TO AS THE “PRODUCT”), AND PROVIDES YOU WITH SPECIFIC LEGAL RIGHTS. IN CASE YOU ARE A CONSUMER<sup>3</sup>, YOU MAY ALSO HAVE SOME OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [YAWALUSA.COM/WARRANTIES](http://YAWALUSA.COM/WARRANTIES) UNDER SECTION “WARRANTY” AND *IN THE DOCUMENTATION WE PROVIDE WITH THE ORDER.*

## WHAT IS THE PERIOD OF COVERAGE?

FOR PRODUCTS USED IN RESIDENTIAL INSTALLATIONS, WE WARRANT THAT DURING THE WARRANTY PERIOD (DEFINED HEREIN) THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND WILL FIT FOR ITS INTENDED PURPOSE, PROVIDED THAT:

- WITH RESPECT TO RESISTANCE OF THE COLOR WITHIN THE SAME ITEM, FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF PURCHASE;
- WITH RESPECT TO COATINGS, ADHESION OF PAINT TO PROFILES, FOR A PERIOD OF TWENTY (20) YEARS;
- IF A PAINTED PRODUCT IS INSTALLED IN AGGRESSIVE OR CORROSIVE ATMOSPHERES, OR WITHIN 3 MILES OF SALT WATER, FOR A PERIOD OF THREE (3) YEARS;
- IF INSTALLED WITHIN 3 MILES OF SALT WATER, SEASIDE PAINTED PRODUCTS, FOR A PERIOD OF FIVE (5) YEARS;
- WITH RESPECT TO ANODIZING, CONFORMITY OF THE ANODIZED FINISH, RESISTANCE TO CORROSION, COLOR RESISTANCE TO CHANGES, FOR A PERIOD OF FIVE (5) YEARS FOR THE SURFACE;
- WITH RESPECT TO GASKETS, FOR A PERIOD OF FIVE (5) YEARS;
- WITH RESPECT TO DOOR PULLS AND WINDOW AND DOOR HANDLES, FOR A PERIOD OF FIVE (5) YEAR;
- OTHER FITTINGS, FOR A PERIOD OF FIVE (5) YEARS, UNLESS MANUFACTURER OF A FITTING PROVIDES A LONGER GUARANTEE PERIOD; AND

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<sup>1</sup> In this Limited Warranty, “*Residential Installation*” shall mean installation and use of Product (as defined herein) for personal, family, or household purposes.

<sup>2</sup> In this Limited Warranty, “*Commercial Installation*” shall mean installation and use of Product (as defined herein) for any purpose other than personal, family, or household purposes.

<sup>3</sup> In this Limited Warranty, “*Consumer*” shall mean a buyer (other than for purposes of resale) of Product (as defined herein) for use in Residential Installation.

- WITH RESPECT TO GLASS, FOR A PERIOD OF 10 (TEN) YEARS, INSULATED AND/OR INSULATED LAMINATED FOR 10 (TEN) YEARS AGAINST DELAMINATION AND FAILURE OF AIR SEAL WHICH MATERIALLY OBSTRUCTS VISION THROUGH THE GLASS (EACH PERIOD LISTED HEREIN SHALL BE REFERRED TO AS THE "**WARRANTY PERIOD**").

The Warranty Period shall start on the date of your purchase, and is not extended if we repair or replace the Product.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, TITLE AND INFRINGEMENT. PLEASE BE ADVISED THAT SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES FOR CONSUMERS, SO IF YOU ARE A CONSUMER, THIS DISCLAIMER MAY NOT APPLY TO YOU; AND TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

#### **WHO MAY USE THIS WARRANTY?**

Yawal USA, Inc., registered at 70 Leroy Street, Tenafly, New Jersey 07670 ("**We**" or "**Yawal**") extends this limited warranty only to the consumer who originally bought the Product for Residential or Commercial Installations, and who is its end-user ("**You**"). It does not extend to any subsequent owner or other transferee of the Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### **WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers defects in materials and workmanship of doors and windows (the "**Product**") for the Warranty Period as defined below.

#### **WHAT DOES THIS WARRANTY NOT COVER?**

This limited warranty does not cover any damage due to:

- (a) Improper storing, assembly, or Product maintenance, not in accordance with instructions available on [yawalusa.com/maintenance](http://yawalusa.com/maintenance);
- (b) Not using Product in accordance with its purpose, or is used in violation of Yawal's recommendations,

- (c) Normal wear and tear, including but not limited to: (i) weathering and natural variations of wood colour or texture are considered as normal and not a product defect, (ii) normal wear and tear of hardware and hardware finishes that can naturally occur (e.g. corrosion, tarnishing);
- (d) Improper care or use of improper care products;
- (e) Unauthorized modifications, provided that such modifications shall be consented to in writing by us in advance;
- (f) Unauthorized repair, provided that such repair shall be consented to in writing by us in advance;
- (g) External causes such as accidents, abuse, or other actions or events beyond our reasonable control, including but not limited to negligence, damage at construction site, vandalism, or damage due to environmental or natural elements; or
- (h) Dual pane insulated glass installed more than 5,000 feet above the sea level, or triple pane insulated glass installed more than 3,500 feet above the sea level, without capillary tubes.

#### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either: (a) replace such Product (or the defective part) free of charge or (b) repair it by removing defects thereof. If the Product needs to be shipped to us, we will pay for shipping and handling fees connected therewith. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the purchase price of such Product. In case the removal of the defect would be impossible or would require excessive costs, taking into account the value of the defect-free Product and the type and significance of the defect detected, we will refund the purchase price of such Product.

#### **STORAGE, INSTALLATION, CARE AND OPERATION**

In order for the Product to be covered by this Limited Warranty, it is necessary to follow the rules and recommendations on storage, installation, use and care of the Product, contained in the instructions enclosed with each package and available on website [yawalusa.com/warranties](http://yawalusa.com/warranties).

#### **COLOUR AND STRUCTURE VARIATIONS**

Please, be advised that Yawal cannot, and does not warrant that the colour, or a hue thereof, of the Product will precisely correspond with the colour (or the hue) of a product sample, or as shown in the catalogue, picture, commercial, etc. Thus, this warranty explicitly disclaims the aforementioned.

The same shall accordingly apply to the texture of any decorative coating (so-called “*wood effect*”) of any Product.

## **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must follow the below procedure:

- (a) You must submit your complaint during the Warranty Period in writing or by e-mail within two (2) weeks from the date of detecting the alleged defect, describing thereof in as much detail as possible;
- (b) You shall attach a proof of purchase of Product to your complaint;
- (c) The complaint may be submitted to [warranties@yawalusa.com](mailto:warranties@yawalusa.com). The complaint should include the proof of purchase of the Product and photographic documentation of the alleged defect of the Product;
- (d) Yawal is authorized to inspect the Product at its installation or storage site, notifying you thereof in advance; and
- (e) Yawal shall notify you about the manner of handling your complaint in writing or by e-mail.

## **LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**IN CASE YOU ARE A CONSUMER, PLEASE BE ADVISED THAT 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.**

## **HOW DOES STATE LAW APPLY TO THIS WARRANTY?**

This Limited Warranty gives you specific legal rights, but in case you are a Consumer, you may also have other rights which vary from state to state.

## **MISCELLANEOUS**

Yawal reserves the right to discontinue any of its Products without prior notice and shall not be held liable therefor.