

# Southland Windows Inc. Limited Warranty

## Effective 7/01/17

### INSULATED GLASS

SOUTHLAND WINDOWS, INC. (SWI) warrants insulated glass products incorporating stainless steel spacers against the visible obstruction through the glass caused by the failure of the air seal for a period of twenty (20) years from the date of manufacture.

SOUTHLAND WINDOWS, INC. (SWI) warrants insulated glass products incorporating aluminum spacers against the visible obstruction through the glass caused by the failure of the air seal for a period of ten (10) years from the date of manufacture.

Should there be a failure of the air seal within the limited warranty period, SWI will provide without charge either a replacement piece of insulated glass or a sash glazed with insulated glass, at its sole discretion, delivered to the original point of delivery. SWI will provide a labor allowance for glass replacement for the first two years of the Limited Warranty. The consumer will be responsible for all installation labor after the first two (2) years. All repainting, refinishing, or similar activities involved in the installation of its product is the sole responsibility of the consumer. All insulating glass in high elevations must be manufactured with capillary tubes. Products installed in high elevations without capillary tubes are not warranted.

### LAMINATED GLASS

Any laminated glass is warranted for a period of five (5) years against delamination which materially obstructs vision through this product whether it is single glazed and/or is part of the construction of an insulated glass unit. When laminated glass is used in the construction of an insulating piece of glass, the warranty of the piece of “insulating” glass is the same as other insulating glass. Only the laminated glass is limited to 5 years against delamination.

### SPECIAL GLASS

Decorative, art glass, bent glass and glass installed by others has no warranty.

### CRACKED GLASS

All insulating glass, except that known as TDL (True Divided Lite) or cut lite, tempered glass, and/or any glass having an aspect ratio greater than 6:1 in glass size, shall be free from stress cracks for a period of five (5) years from the date of purchase. TDL glass, tempered glass, glass with an aspect ratio greater than 6:1, and/or single glazed (non-insulating glass—including laminated glass) units have no warranty on glass stress crack breakage. A stress crack is a crack in the piece of insulating glass that occurs only on the inside lite of the piece of insulating glass, usually from a rapid change in temperature.

These warranties do not cover cracked or broken glass or other damage to the product resulting from accident, abusive handling, improper installation or misuse; nor do they cover glass panes broken from the exterior. The application of films, coatings, or other applications to the glass and any modification of the product by the installation of a security system will immediately void the warranty.

### EXTERIOR

SWI warrants all wood components on metal clad products against defects in materials and workmanship that affects product performance for a period of twenty (20) years from date of original purchase. SWI warrants for a period of ten (10) years from the date of manufacture the quality of workmanship and materials of all wood exterior and interior products against defects which prevent the product from functioning as designed. Texture and color variations do not constitute defects in wood products and are not warranted. To comply with this Limited Warranty, it is the consumer’s responsibility to: (1) ensure that all wood surfaces (interior, exterior, top, bottom, and any exposed sides) are immediately and thoroughly painted, varnished, or sealed in conformity to generally accepted field finishing standards; (2) ensure that the finishes are maintained; and (3) properly care for and protect all wood products against moisture, excessive dryness, and other abnormal exposure. SWI will, without charge, replace or repair any wood products, which fail to conform to the foregoing warranty and will do so in the same condition as originally furnished. SWI will not accept responsibility for the installation and any repainting, refinishing, or similar activities involved in the installation of the product. SWI may defer or delay remedy of any wood product defect addressing warpage in a window sash or door for a period of one (1) full year from the date of the receipt of your claim. This one (1) year period may be used because window and door products may stabilize themselves and return to their original plane as they adjust to various conditions.

### PRIMED PRODUCTS

Because any product which has been factory primed but not finish coated is vulnerable to degradation of the surface or damage to the product due to environmental conditions beyond the control of SWI prior to coating, painting, or other field finishing of the product, the surfaces of products sold and delivered by SWI with primed surfaces, whether such surfaces are to be exterior or interior, are not covered by this Limited Warranty, and no product defect caused by failure to promptly and properly apply a finish coat to any such surface is covered by this Limited Warranty.

## SPECIAL ITEMS AND PRODUCTS

While SWI prides itself on its ability to provide special products or special items which are manufactured to meet the specific design, specification, or use requirements of a consumer or construction project, SWI does not warrant or guarantee those products to meet any specific product performance tests. Because of the variety of items and products customers request SWI to provide, SWI cannot foresee how each of these units will perform in various construction and job site conditions. Under these circumstances, where a product does not conform to SWI tested and certified standard product designs, SWI does not warrant or guarantee in any respect the operation or function of these products. This includes, but not limited to, lift and slide sliding doors.

## ENTRY DOORS

Entry doors have a five (5) year warranty on wood parts. The standard ten (10) year component warranty applies to all other parts. Glass warranties are covered the same as our standard 5-year, 10-year, and 20-year limited warranty.

## EXTERIOR PAINTED ALUMINUM CLADDED SURFACES

Subject to the conditions described below, SWI warrants that the paint film (Kynar Inhibitive Primer & 70% Kynar Coatings) on its aluminum cladding will not crack, check, peel, flake, blister or lose adhesion for a period of twenty (20) years from the date of manufacture when exposed to normal atmospheric conditions. This is per AAMA (American Architectural Manufacturer's Association) Specifications 2605. In addition, the paint film is warranted for a period of twenty (20) years against chalking in excess of a number eight (8) based on ASTM D4214.07. Chalk rating to be determined by the procedure outlined in test Method A. Fading is warranted for 20 years. Fading is to be determined by ASTM method D-2244 Method 6.3. The paint performance may vary based on orientation, altitude, installation in heavy salt spray environments, and other atmospheric conditions.

## REQUIRED MAINTENANCE ON CLAD PRODUCTS

Normal, regular maintenance of the product is required to maintain the appearance and extend the finish life on clad units, including hardware, and is therefore required to maintain the Warranty. In order to maintain and extend the life of the Kynar coatings on aluminum, it is recommended to periodically clean the painted finish, at least on a semi-annual basis. The temperature of the parts to be cleaned must not exceed 80° F. Any chips or scratches must be repaired immediately and not left exposed to the elements.

Common surface dirt can be removed with simple washing with plain water using hoses, ideally on a mild cloudy day with temperatures below 80 degrees.

Heavy deposits of dirt or mild contaminants can be cleaned by washing with a 5% solution in water of commonly used household detergent (Tide, for example), followed by a clear water rinse. Use a soft brush, cloth, or sponge for application. Never use a wire brush or any abrasive materials such as sandpaper, emery paper, steel wool, etc.

Mildew growth can occur from dirt and spore deposits, usually in areas of high humidity. The following solution is recommended to remove mildew when necessary:

- 1/3 cup dry powdered laundry detergent (Tide, for example)
- 2/3 cup tri-sodium phosphate or TSP (Soilex, for example)
- 1 quart of sodium hypochlorite 5% solution (Clorox, for example)
- 3 quarts of water

Use a soft cloth or sponge, never an abrasive or wire brush. Follow immediately with a clear water rinse.

Salt deposits should not be allowed to remain on the surface of the painted metal for any length of time. Products installed within five (5) miles of salt water and especially within one (1) mile of the coast require special attention since this environment can be extremely corrosive to the metal. The metal should be rinsed with fresh water as often as needed (even daily if necessary).

Non-water soluble deposits (tar, grease, oil, paint, graffiti, etc.), may be removed from the painted surface with a mild solvent followed by a clear water rinse. Use denatured alcohol (ethanol) or isopropyl (rubbing alcohol). Test in an inconspicuous area before use on a large scale.

Other harsh deposits may be removed using the following solvents but they must be used with caution on the Kynar painted surface and should not be in contact for longer than five minutes maximum. Test in an inconspicuous area before use on a large scale.

- VM&P naphtha, mineral spirits, kerosene, or turpentine
- Xylene or Toluene

These solvents are highly flammable and must be handled accordingly. Keep away from open flames, sparks and electrical motors. Use adequate ventilation, protective clothing, and goggles.

The use of commonly sold paint removers, such as Methyl isobutyl ketone (MIBK), Ethyl acetate (nail polish remover), Butyl acetate, lacquer thinner, etc., is not recommended for use on Kynar painted surfaces.

A proper maintenance record must be kept and documented. This documentation must contain the date, name and address of party performing the maintenance, description of cleaning procedure and detergents used. Signature on the document of the person performing the cleaning procedure.

Annodized finishes are warranted to be free from manufacturing defects for a period of 10 years. Annodized finishes are not warranted in coastal environment (within two miles of sea coast). Coast environments can be extremely corrosive and some finish deterioration is normal and should be expected.

## **COMPONENTS OTHER THAN GLASS AND WOOD 10 YEAR LIMITED WARRANTY**

Non-glass portions of SWI windows and doors (including non-electric operators, locks, lifts, aluminum cladding material, balance systems, hinges, handles, insect screens, weatherstripping, sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for a period of ten (10) years from the date of purchase. This limited warranty does not apply to SWI electric window operators, retractable insect screens or finishes on bright brass and satin nickel door hardware which are not warranted. The non-glass portions of the SWI architectural doors with wood exteriors and commercial doors are subject to a limited warranty with a five (5) year period, but otherwise identical to the ten (10) year limited warranty described above. In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, SWI, at its option, will: (1) provide replacement parts to the original shipping address; or (2) provide a factory-authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period. Installation labor assistance is covered for the first two (2) years only. No re-finishing or similar activities included.

Bronze and oil rubbed hardware finish can be affected by humidity, airborne salinity, and pollutants. The rate of change, color variations, or uniformity of the naturally occurring process is expected and excluded from warranty coverage. Coastal environments and areas of high salt concentration can expedite the process.

## **SCREENS**

Screens are not designed to prevent falls.

## **MATERIALS SUPPLIED BY OTHER MANUFACTURERS**

All products manufactured by others and sold by SWI, will be limited to the original manufacturers stated warranty. SWI will not be responsible for painting, refinishing, delivery, or other similar activities to complete the replacement of products manufactured by others.

## **DISCLAIMER—WHAT THIS LIMITED WARRANTY DOES NOT COVER**

### **Southland Windows is not liable for:**

- Normal wear and tear, fading or discoloration of finish from product usage and age.
- Naturally occurring corrosion or tarnishing of hardware finishes; damage to metal surfaces caused by chemicals (e.g. brick wash) or a harsh environment (e.g. salt spray or airborne pollutants).
- Variations in the color and grain of natural wood parts
- Mechanical abrasion to finishes
- Non-factory applied finishes, applied sealants or caulking
- The appearance of field finished windows/doors.
- Damage caused by failing to finish your products in a timely manner to protect them from UV rays and the elements.
- The buyer's choice of finish, or whether the chosen finish is a match to other or existing finishes.
- Product or finishes exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Structural settlement, movement, or vibration.
- Damage caused by inappropriate finishes, solvents, brick wash, power washing or cleaning chemicals.
- Failure due to the application of non-SWI hardware (e.g. locksets, trim sets, hinges, panic hardware, closers, etc.)
- Failure to properly install SWI hardware.
- Condensation, frost, and/or mold on exposed surfaces. (Condensation, frost, and/or mold is not a defect in the product, but a result of excessive humidity).
- Damage caused by failing to properly seal the exposed wood portions of a product and maintain joints. This includes, but is not limited to, the exposed wood on all sides of a door panel (e.g. exterior, interior, top, bottom and both sides).
- Acid rain or other corrosive elements
- This limited warranty does not apply to SWI installed in structures that do not allow for proper management/drainage of moisture. For

example, exterior insulation and finish systems (“EIFS”), also known as “Synthetic Stucco.”

- Products which have non-SWI products mulled/attached to them and/or field-mulled units if not mulled to SWI’s specifications.
- Units improperly assembled by others.
- Warp or twisting shall not be considered a defect unless it exceeds 1/4” in the plane of the door on doors 3’-0” wide and 8’-0” tall or smaller. Warp and twisting shall not be considered a defect unless it exceeds 3/8” in the plane of the door on doors greater than 3’0” in width and 8’0” in height up to 3’6” in width and 9’0” in height. No warranty is provided on doors wider than 3’6” and taller than 10’0”. The warranty is for the door itself and not the relation of the door to the jamb in which it is hung.
- Warp or twisting of window sash shall not exceed 1/4” up to a sash size of 3’-6” wide and/or 7’0” tall. Operating sashes over 3’0” and/or 7’-0” tall have no warranty.
- Glass breakage and/or failure due to misuse or abuse; or due to alteration or modification to the window (e.g. customer applied tints or films, paint finishes, security systems).
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes.
- Slight imperfections or wavy distortions in the glass that do not impair structural integrity.
- Component parts which have been damaged by accident, mishandling or improper use.
- Component parts which have been subject to negligent operation.
- Damage resulting from improper storage, handling, or installation.
- Damage caused by fire, flood, earthquake, storm, tornado, acts of nature, or any other cause beyond the control of SWI.
- Insulated glass units over 60 square feet in size.
- Product performance to the extent that the product has been modified and/or ordered in any way other than by which the product was tested and/or certified by SWI.
- Damage that occurs in delivery by someone other than SWI.
- Panel shrinkage in a door as this is a normal condition of wood.
- Cutting into mortise and tenon joints and/or door dowels will void any door warranty.
- Surface grain separation or “checking” of door panels, stiles and rails.
- Custom doors of any style, species, size, and quantity are excluded from this warranty under the provision herein on Special items and Products.
- Any door slab that contains a panel (not including clad to the exterior door panels), whether flat or raised panel, shall be limited to a period of one (1) year under this warranty, allowing for other exclusions herein.
- Door unit performance for air and water infiltration when supplied with optional ADA sills, adjustable sills, flush track or u-channel tracks.
- Minor glass imperfections that do not materially affect normal vision or product performance, including curvature of glass due to atmospheric conditions.
- Solid wood sills on door frames
- Pitching of wood, as this is a natural occurrence of wood
- Retention of argon or other inert gases from the time of insulated glass unit manufacture is not warrantied
- Conditions that exceed SWI product performance testing.

## GENERAL PROVISIONS

This limited warranty is effective for all products manufactured by SWI on or after 07/01/17, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by SWI prior to 07/01/17.

The express warranties set forth herein are in lieu of all other warranties, express or implied, including, without limitation, any warranties of merchantability of fitness for a particular purpose. All such other warranties, to the extent permitted by law, are hereby disclaimed and excluded by SWI. Any implied warranties which are not excluded hereby, due to operation of law, are limited in term to the duration of the express warranty provided herein for the product warranted.

The remedies set forth above are the sole and exclusive remedies provided hereunder, and SWI shall not be liable for any further loss, damages or expenses, including incidental or consequential damages, directly or indirectly, arising from the use of its products.

**THIS WARRANTY DOES NOT COVER PRODUCT SHIPPED OUTSIDE THE CONTINENTAL UNITED STATES AND CANADA.**

**IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE PERIOD OF THE APPLICABLE EXPRESS WARRANTY SET FORTH ABOVE.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## **LIMITATION OF WARRANTY**

This Limited Warranty is the only express warranty provided by SWI. No dealer, employee, representative, or agent of SWI, nor any other person, has authority to assume or incur on behalf of SWI any liability, obligation, or responsibility in place of or in addition to this Limited Warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary by from state to state. For instance, California purchasers or products exceeding \$50 wholesale price may have additional rights under 1793.3 of the Civil Code.

## **CLAIM PROCEDURE**

To make a claim under SWI's Limited Warranty, you must provide the following information to the company at the time of the claim:

- a) your name, address and telephone number;
- b) description of product for which claim is made;
- c) date of purchase of product (approximate if exact date not known);
- d) nature of the product failure

You may also make your claim by telephoning us at (714) 689-2244 ext. 2242 or writing Customer Service, Southland Windows, Inc. 3430 W. Carriage Drive, Santa Ana, CA 92704.