



Warranty

As of April 1, 2018

COMMERCIAL APPLICATIONS

Window Mart® Vinyl Windows and Doors are produced with the highest standards of design engineering and product performance.

Window Mart® warrants to you, the original purchaser, that any window or door manufactured by Window Mart® is free of manufacturing and/or material defects. This Warranty applies for a period of ten years from date of manufacturer to the owner of the commercial property in which windows or doors were originally installed.

This Warranty covers only those manufacturing and material defects as specified herein and does not include defects or damages attributed to installation, improper handling and storage, normal weathering or defects caused by accident, fire, flood, acts of God, vandalism, riot or civil disorder, misuse, abuse by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere, mildew, building settlement or structural failure of walls or foundations or if subjected to stresses resulting from localized heat which causes excessive temperature differentials over the glass surface and edges, condensation on glass or any other causes or occurrences beyond Window Mart®'s control.

Vinyl Frames: Will not materially rot, rust, crack, warp, pit, corrode, peel or blister as long as the original purchaser resides in the home in which windows or doors were installed.

Parts and Hardware: Will not break, crack or otherwise fail for as long as the original purchaser resides in the home in which windows or doors were installed.

Screen: Frames will not crack or break, for as long as the original purchaser resides in the home in which windows or doors were installed. Torn or ripped screens are not covered under this warranty for any cause whatsoever.

Insulated Glass: Will not have seal failure for as long as the original purchaser resides in the home in which the windows and doors were installed. Glass units will be free from material obstruction inside the units caused by film formation, dust or moisture as long as the original purchaser resides in the home in which the window or doors were installed. **Minimal glass curvature or blemishes and minor scratches which do not affect the products structural integrity or significantly obscure vision and meet glass industry standards are not covered under this warranty.**

Wood: Wood used in Window Mart®'s construction of bow and bay units and jamb extensions may be damaged by excessive condensation, leaving windows partially open to outside moisture, aging, failure or caulking, improper installation and many other occurrences. Window Mart® will replace or repair wood only if damage is caused by manufacturing defects of the windows themselves within 18 months of the date of manufacture. Bow and bay units must be installed with a full roof (unless proper overhang is present) and with adequate support underneath the unit to prevent sagging and to ensure squareness. If roofs or supports are not present, damages will not be covered by this warranty and Window Mart® will be held harmless from any claims.

Labor Costs: Labor costs are not included under this warranty and neither Window Mart® nor its distributors or dealers will be responsible for any labor costs for removing, replacing, installing or reinstalling any window, door or part furnished by Window Mart® under this warranty. The maximum amount available on any warranty claim is the amount Window Mart® is paid for the window and door product.

Caulking: Caulking is used on most window installations but is not part of the window and is not covered in any respect by this warranty.

Condensation: Condensation or frost on the inside surfaces of the insulated glass, window or door does not indicate a defect in the window or door or in the installation of the window or door and is not covered in any respect by this warranty. Condensation on glass is a natural result of humidity and temperature.

Discontinuance: Window Mart® reserves the right to discontinue or change any part or item used in the construction of its windows and doors. Replacement or warranted parts also can be discontinued or substituted at any time.

Exercise of Warranty: The original purchaser shall notify the dealer or distributor from whom the windows were purchased promptly with any claim for defect. The dealer or distributor will then contact Window Mart® with necessary information to process warranty claims. Window Mart® and/or its dealer or distributor must be given a reasonable amount of time to inspect the product for which the claim was made. Window Mart®, its dealer or distributor will then repair or replace the defective part only after inspection or if inspection is not practical, after the original purchaser returns the defective part to Window Mart®. Window Mart® will then ship the repaired part to the original purchaser or the nearest dealer or distributor. The original purchaser will be responsible for freight or postage charges. Proof of original purchase is required before replacement or repair of any parts. **The maximum amount available on any warranty claim is the amount Window Mart® is paid for the window or door product. Labor and shipping are not included for any warranted item.**

Other Conditions: This warranty is expressly in lieu of all other oral or written warranties, liabilities or obligations of Window Mart®. Pertinent state law shall control for what period of time, subsequent to sale, a customer may seek a remedy pursuant to the implied warranty of merchantability or of fitness for a particular purpose. In no event shall Window Mart® be liable for consequential or incidental damages of any kind including; any damage to the building, its contents or any person therein, resulting from the breach of any warranty set forth herein. No representative of Window Mart® or its distributors or dealers is authorized to make any change or modification to this warranty. Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above exclusions may not apply to you.