

#### STANDARD LIMITED WARRANTY

### **Exceptions, Limitations, Exclusions, Qualifications**

- 1. This warranty covers only products and components supplied by ES WINDOWS LLC. Waiver by ES WINDOWS LLC of any terms, or any breach of any of the terms, of this Limited Warranty for any project shall not be construed as a waiver of any other breach of that of any other project.
- 2. Windows & doors: Corrosion of any product or component caused by exposure to salt atmosphere, acid rain, alkaline, or other extreme condition (s) is not covered. Windows & doors must be washed with tap water at least once every six months; a service invoice and public record must be provided as proof that cleaning procedure has been carried out in a timely manner, for warranty to apply.
- 3. Finish: This Warranty covers factory applied finishes or exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color per applicable AAMA Specifications 2603, 2605 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the project site are used. ES WINDOWS LLC reserves the right to re-finish defective components in the field, using air-dry products.
- 4. Glass: This warranty covers glass purchased and factory glazed by ES WINDOWS LLC, under the following specifications:
  - o Insulating glass is covered against seal failure
  - o Laminated glass covered against de-lamination
  - o Spandrel glass coating is covered against peeling, cracking or coating deterioration.
- 5. Screens: Screens and screen frame components carry a limited one (1) year warranty against defective materials and workmanship, regardless of the length of the warranty on the remainder of the project.
- 6. ESWINDOWS LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The warranty of the repaired or replaced windows & doors or components will be limited to the remainder of the original warranty period. ESWINDOWS LLC reserves the right to reasonable field access to diagnose and repair any product alleged to be defective; and to substitute

similar replacement components for those no longer available. For the purpose of this warranty, field activities are any that do not occur within the ES WINDOWS LLC factory.

- o Cleaning and final adjustments are not the responsibility of ES WINDOWS LLC and are not covered by this warranty. Improper layout, installation or maintenance voids this warranty.
- 7. This warranty does not apply to, and ES WINDOWS LLC expressly assumes no responsibility for circumstances outside of control by ES WINDOWS LLC, including but not limited to: 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 ES WINDOWS LLC 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 LLC will not be held liable for: any work performed or material supplied by others, architectural fees, consulting fees, back charges or remedial labor costs, without written preauthorization by ES WINDOWS LLC. This warranty applies only if ES WINDOWS LLC is notified 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.
- 8. This warranty does not cover and ES WINDOWS LLC will not be liable for any damages whether to property or person, caused by or attributable to mold, mildew, fungi or any other toxins, not directly attributable to a defect in the ES WINDOWS LLC product. Further, under no circumstances, regardless of cause, shall ES WINDOWS LLC be liable for damages attributable to: mold, mildew, fungi or any other toxins, whether to person or property, where such damage or environment was known or, through responsible and regular inspection could have been known, regardless of the origin cause of damage.
- 9. The purchaser's exclusive remedy is limited to the legal remedies described in this warranty. ES WINDOWS LLC warranty will be void if full payment is not received within a commercially reasonable time frame. ES WINDOWS LLC 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 ES WINDOWS LLC, other than the president, is authorized to modify this limited warranty. IN NO EVENT WILL ES WINDOWS LLC AGGREGATE LIABLILITY, UNDER THIS WARRANTY, EXCEED THE ORIGINAL

PURCHASER'S PAYMENT TO ES WINDOWS LLC. This warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or General Conditions of Contract Documents.

- 10. In the event that any provision of this Warranty is determined to be invalid, illegal or Otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions.
- 11. ES WINDOWS LLC reserves the right to deem the Warranty invalid if not accompanied by a bill of sale or documentation, which constitutes a legal agreement between the client and ES WINDOWS LLC.
- 12. Length of warranty is determined specifically for each project and is noted below.
- 13. The one-year warranty with all its components starts the minute it is shipped from the ES WINDOWS LLC facilities, as long as all the conditions above are met in the present warranty, unless otherwise specified.
  - (\*) If the project is located in a sea coastline, sea salt will damage the aluminum panels; therefore we recommend using KYNAR paint.

## **Your Remedy**

In the event that ES WINDOWS LLC windows & doors or components are found to be defective, ES WINDOWS LLC will repair or provide replacements, at our option, without charge.

# **Strength of Warranty**

This warranty is exclusive to ES WINDOWS LLC and non-pro rated for its entire term except as otherwise noted herein. In non-residential occupancies, this warranty may be extended directly to the owner and passed on to subsequent owners through its length. In residential occupancies, this warranty applies only to the original purchaser and is not assignable or transferable. This warranty covers only products and components supplied by ES WINDOWS LLC. Waiver by ES WINDOWS LLC of any terms, or any breach of any of the terms, of this Limited Warranty for any project shall not be construed as a waiver of any other breach of that of any other project.

| Project Name and Number: |  |  |
|--------------------------|--|--|
|                          |  |  |
| Effective Date:          |  |  |
|                          |  |  |

#### By ES WINDOWS LLC



Signed: Roberto Mercado

Title: Quality control manager

### **Date Signed:**

Warranty Period(s): Window parts and components other than Aluminum and Glass (1 year); Kynar Finish (10 years); SGP Glass (10 years); PVB Glass (5 years); Anodized (1 year); Polycron (3 years); Wood grain (3 years); Duranar (10 years); Insulated Glass (5 years).

**Exclusion:** The warranty for Sloped Glazing is 5 years as an Industry Standard; there is a higher risk of moisture penetration when using laminated glass.

# Film Characteristics and Properties of Our Paint

| Film Characteristics                    | AMMA # 2603         | AMMA # 2605  |  |
|---|---------------------|--|--|
| Weathering Period<br>(45 South Florida) | 1 year              |  |  |
| Allowable Color Change                  | Slight              | < 5 delta E hunter units per ASTM D 2244 Section 6.3   |  |
| Chalking                                | Not specified       | <#8 for colors, #6 for whites per ASTM D4214   |  |
| Glass Retention                         | Not specified       |  |  |
| Hardness (Pencil)                       | 2H-4H               | F Minimum per ASTM D 3363  |  |
| Dry Film Thickness (MIN)                | 0.8 MIL             | 25-30 microns per ASTM D 1400  |  |
|   |                     | May vary slightly per color  |  |
| Salt Spray Resistance                   |                     | <7 creepage on scribe/cut edge   |  |
|   | 1500 Hours Exposure | < #8 blisters on face per ASTM B 117   |  |
| Humidity Resistance                     | 1500 Hours Exposure | < #8 blisters on face after 4000 hours @ 38 degrees C per ASTM D<br>4585   |  |
| Abrasion Resistance                     | Not Specified       | > 40 liters falling sand per ASTM D968   |  |
| Chemical Resistance                     | Not Specified       | <ul> <li>-No blisters or color change after 15 minutes exposure10% muriatic acid</li> <li>-Mortar resistance (per ASTM C 207): Removes easily after 24 hours on painted surface. Residue can be wiped off easily with 10% muriatic acid. Some slight discoloration may occur depending on color; consult PPG.</li> <li>-Nitric acid: No color change after 30 min exposure to70% ACS reagent grade followed by tap water rinse &amp; one hour recovery.</li> <li>-Detergent resistance: No blistering or adhesion loss after 72 hours immersion 3% solutions per ASTM D 3359.</li> <li>-Window &amp; doors cleaner resistance: No blistering change of appearance or adhesion loss after 24 hour exposure to 10 drops of solution followed by tap water rinse &amp; four hour recovery.</li> </ul> |  |
| Solvent Resistance                      | Not Specified       | 50 double rubs minimum with MEK and Cheese cloth.  |  |
| PVDF Content                            | 30%                 | 70% of resin backbone  |  |
| Warranty 3 year film integrity only     |                     | 5 years (subject to certain terms)   |  |