

STANDARD LIMITED WARRANTY

Exceptions, Limitations, Exclusions and Qualifications

1. This warranty covers only products and components supplied by ES WINDOWS LLC. Waiver by ES WINDOWS LLC of any of the 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 or that of any other project.
2. Windows: Corrosion of any product or component caused by exposure to salt atmosphere, acid rain, alkaline, or other extreme condition(s) is not covered.
3. Finish: This Warranty covers factory applied finishes on 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 is 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:
 - Insulating glass is covered against seal failure
 - Laminated glass covered against de-lamination
 - Spandrel glass coating is covered against peeling, cracking, or coating deterioration.Laminated and/or spandrel glass carries a five (5) year maximum limited warranty period, or less so noted. ES WINDOWS LLC assumes no responsibility for glass breakage after delivery.
5. Screens: Screens and screen frame components carry a limited one (1) year warranty against defective materials and workmanship, regardless of the length of warranty on the remainder of the project.
6. ES WINDOWS LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The warranty of the repaired or replaced windows, or components, will be limited to the remainder of the original warranty period. ES WINDOWS 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 purposes of this warranty, field activities are any that do not occur within the ES WINDOWS LLC factory.
 - b. 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. ES

WINDOWS LLC will not be held liable for; any work performed or materials supplied by others; architectural fees, consulting fees, back charges or remedial labor costs, without written pre-authorization 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 damage, 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 damage attributable to mold, mildew, fungi or any other toxins, whether to person or property, where such damage or environment was known, or through reasonable and regular inspection could have been known, regardless of the original 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 LIABILITY, 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.

Your Remedy

In the event that ES WINDOWS LLC windows 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 onto subsequent owners through its length. In residential occupancies, this warranty applies only to the original purchaser, and is not assignable or transferable.