



# COMMERCIAL WARRANTY

## (10 Year Limited Warranty)

Eurotek Windows and Doors Manufacturing Incorporated ("Eurotek") guarantees to the original commercial purchaser ("Original Commercial Purchaser") of Eurotek windows, and Doors (hereafter referred to as "Products") installed in (i) a single family home or a multi-family home unit that is not owner-occupied or (ii) a building used for commercial, governmental, fraternal or religious purposes (collectively a "Covered Building") as new construction or as replacements, Eurotek will, at Eurotek's option, either repair or replace any Products that are found to be defective in materials or workmanship during the ten (10)-year warranty period defined below ("Warranty Period") provided that Eurotek receives prompt notice of such defective materials or workmanship. Eurotek will pay the costs of parts and labor, except that the Original Consumer Purchaser must provide at no cost to Eurotek any scaffolding or lift equipment that may be required to repair or replace the Product (e.g. because of the height or location of the Covered Building). If repair or replacement is not commercially practical or cannot timely be made, then Eurotek will refund the purchase price. The foregoing remedies are the exclusive remedies for breach of warranty.

### PERSONS COVERED AND DEFINITION OF WARRANTY PERIOD

This Warranty extends to the Original Commercial Purchaser of Eurotek Products installed in a Covered Building. The Warranty Period starts on the date of purchase of a Covered Building as new construction or the date of purchase of Eurotek Products that are installed as replacements SOW ("Start Of Work") and expires ten (10) years after the Start Date. In addition, if the Original Commercial Purchaser sells a Covered Building before ten (10) years has elapsed after the Start Date, Eurotek will automatically extend full coverage under this Warranty (subject to the same limitations and exclusions) to the new commercial owner and any subsequent commercial owners of the Covered Building, until the tenth (10th) anniversary of the Start Date

## EXCLUSION FROM COVERAGE

### EXCLUSIONS

Damage, defects, or problems resulting from causes outside Eurotek Windows's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

### Discontinued Products

Eurotek reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Eurotek will have the right to substitute current Products and components of equal quality and as similar in appearance as possible. Eurotek will not be obligated to replace discontinued Products and components for which no similar alternatives are available.

### SCREENS

Eurotek Windows will replace any Eurotek window or door screen frame and mesh that is defective in materials or workmanship at no charge to the original purchaser for a period of only one (1) year from the SOW date. Eurotek screens are not designed for doors. Screens are not designed to, and will not prevent falls. Screens are not available and will NOT be shipped for: entry, lift/slide and tilt/slide windows and doors (screens can be purchased from third party companies, references available). Screen frames are painted to match laminate frame colors as close as possible, but exact color match is not guaranteed.

### GLASS COMPONENTS

Glass warranties apply to factory-installed glass or Eurotek Windows -supplied glass installed by Eurotek Windows-authorized service personnel. This Warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, broken glass, alterations including but not limited to customer-applied finishes, minor imperfections in glass that do not affect the Product's structural integrity or significantly obscure vision, or broken glass.

In the event a glass failure occurs as a result of a defect in

manufacturing, materials or workmanship within the limited warranty period, Eurotek windows, at its option, will: (1) provide the appropriate replacement glass product to the Eurotek retailer/dealer you specify — installation labor is not included; or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the purchase price or the retailer's/ dealer's price at the time of the original purchase, whichever is less. Such replacement or repair is warranted for the remainder of the original limited warranty period. , condensation (moisture or ice forming on the surface of the glass or frame) or damage as a result of condensation (except to the extent such condensation or damages from such condensation are caused by failure of the Product) This limited warranty on glass does not apply to special order glazing, art glass, and insulated art glass for architectural products, or glass that is not factory installed by Eurotek Windows.

### LAMINATED GLASS UNITS

The glass is warranted to be free of defects in materials and workmanship for products which use PVB interlayer which are warranted for a period of five (5) years, from the SOW date. In the event of glass failure during the applicable warranty period, Eurotek Windows will ship a replacement panel to the original owner at no cost.

### PREMIUM LAMINATED FINISHES

Eurotek warrants that, for the period of ten (10) years, UPVC laminated exterior finishes (using Renolit EXOFOL FX films) from the SOW date that they will resist cracking, peeling, chalking, delaminating, blistering, flaking and significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions.

### NON-GLASS COMPONENTS

Non-glass components are warranted to be free from manufacturing defects for five (5) years from the SOW date. Hardware is warranted to be free from manufacturing defects for five (5) years, and anodized finishes and other specialty finishes are warranted to be free from manufacturing defects for five (5) years, from the SOW date. Electric



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operators and other accessories are provided with the same warranties, limitations, and exclusions Eurotek Windows receives from its supplier; contact Eurotek Windows for further details.

### INSTALLATION, MAINTENANCE, AND ACTS OF GOD

- Installation not in conformance with Eurotek Windows's installation instructions and applicable building codes;
- improper or non-standard field finishing;
- non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square;
- installation or use in applications exceeding design standards;
- field mulls and finishes;
- insulating glass installed above 5000 feet without pressure relief valves;
- installation or use near pools, saunas, hot tubs, or other high-humidity environments;
- failure to follow Eurotek Windows's care and maintenance instructions;
- failure to properly treat, seal, and maintain;
- use of brick wash, razor blades or other inappropriate cleaners or chemicals;
- misuse, abuse, modification, alteration, accident, negligence;
- shifting or settling of the structure in which the product is installed;
- extreme weather events, extreme or unusual atmospheric conditions;
- normal wear and tear;
- hardware finishes;
- slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision glass imperfections consistent with ASTM or other industry standards;
- war, insurrection, civil unrest, terrorism, or other Acts of God;
- products that have not been paid for in full;
- altered or reinstalled products;
- products used in non-vertical glazing applications.

### Gas Filled Units

Eurotek Windows does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time, and may be ineffective in products manufactured with pressure relief valve. Thermal efficiencies vary with the application of the product. Eurotek Windows does not warrant a specific level of thermal efficiency will be maintained by inert gas.

### CORROSION

Finish failure or corrosion of aluminum cladding, anodized and

other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty. Corrosion, deterioration, or wear of aluminum cladding and hardware in products installed within two (2) miles of a seacoast is not covered, except as provided in Eurotek Windows's Limited Warranty Supplement for Products in Coastal Environments. Anodized and other specialty finishes and non-Coastal Hardware installed within two (2) miles of a seacoast are not warranted.

### DOORS

Doors are keyed alike if not specified differently. Doors have much wider frames than standard American entry doors, therefore wider doors need to be ordered to have needed net clear opening (as per your local building code). Net clear opening as defined by code: Doorways 1003.2.3.1. The clear opening at swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Upvc entry doors will not be warranted if used for commercial entry ways or common areas in commercial or multifamily buildings. Acceptable uses of upvc doors in multi-family buildings are:

- entry doors to single-family apartments;
- entry doors to balconies.

R311.2 Window warranty is void if window is used as a door or other unapproved application by Eurotek Window.

### WEEP HOLES

During installation weep holes of windows and doors (with high threshold) cannot be blocked or sealed, otherwise leakage may occur. Limited Warranty does not cover leakage if weep holes are blocked or sealed.

### LIMITATIONS

IN NO EVENT WILL Eurotek Windows BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL Eurotek Windows's LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

### SUITABILITY

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Eurotek Windows product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Eurotek Windows will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Windows and doors are only one element of a structure; Eurotek Windows does not warrant that third party certification of a building or project to any specific standard will be achieved through the use of any Eurotek Windows product.

### NO WAIVER

Eurotek Windows may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Eurotek Windows's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

### WARRANTY CLAIMS

If you believe the Eurotek Windows products or any part thereof are defective in a manner covered by this warranty, you must submit a claim in writing (the "claim") to Eurotek Windows or the distributor, home improvement dealer or other business that sold you the Eurotek Windows products within ninety (90) days after any defect or other basis for the claim is discovered or should have been discovered. Claims submitted after such deadline shall not be covered by the warranty. Written claims should be directed to the warranty service center, 14255 Elsworth St, Moreno Valley, CA 92553. In your written notice of the claim, you must provide a description of the Eurotek Windows product, purchase price of the Eurotek Windows product, and the date and location of purchase of the Eurotek Windows product. In addition, your claim should include a description of the nature of the problem, the date of installation of the Eurotek Windows products and reasonable evidence showing that you are



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covered by the warranty. Upon receipt of the claim by Eurotek Windows, Eurotek Windows will review the claim to determine if it is covered by this warranty. Inquiries should be directed to (888) 380-9940. Eurotek Windows may require you to supply pictures, ship a representative sample, postage/transportation prepaid, or request reasonable access for inspection. If the claim is covered by this warranty, Eurotek Windows will replace the defective part(s) or complete window unit(s) with new part(s) or new Eurotek Windows product unit(s) at no charge (except as otherwise provided herein) in accordance with the terms of this warranty. All replacement part(s) or complete window or door unit(s) will be shipped from Eurotek Windows's manufacturing facility. Postage/transportation charges are the responsibility of the covered owner. Any claims under this warranty are expressly limited, at the option of, to the (1) original cost of the Eurotek Windows product or (2) the cost of replacing or repairing the defective Eurotek Windows product or part of the Eurotek Windows product. The costs covered by this warranty do not include any labor or installation costs. The warranty period shall not be extended by the replacement of any Eurotek Windows products but any replacement Eurotek Windows products will continue to be covered during the remainder of the original applicable warranty period. Eurotek Windows reserves the right to change, alter or discontinue any of its products at its sole discretion. If any part, component or complete window or door unit is not available at the time of any claim by the covered owner under this warranty, Eurotek Windows reserves the right to substitute another product that it determines in its sole discretion is of substantially equal quality or value for the Eurotek Windows product involved in the warranty request.

### PRODUCTS IN COASTAL ENVIRONMENTS LIMITED WARRANTY SUPPLEMENT

This Limited Warranty Supplement, in conjunction with the Eurotek Windows Limited Warranty, applies to Eurotek Windows brand products purchased from an authorized Eurotek Windows dealer, and installed within one (2) mile of a sea coast or other salt water source. THIS LIMITED WARRANTY SUPPLEMENT IS SUBJECT TO AND INCORPORATES THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH IN THE Eurotek WINDOWS LIMITED WARRANTY

Eurotek Windows's aluminum cladding finished, stainless

steel hardware, hardware with physical vapor deposition, and other specifically-designated "coastal" hardware finishes (collectively "Coastal Hardware") are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of the exterior cladding or finish for a period of five (5) years from the SOW date. "Abnormal" corrosion means corrosion beyond what is normal for an ocean coastline environment. "Abnormal" deterioration means peeling, flaking, or blistering of the finish beyond what is normal for an ocean coastline environment. The environment within one mile of an ocean coastline or other salt water source can be extremely corrosive. Even with proper maintenance, it is normal for windows and doors installed in this environment to deteriorate more than windows and doors installed in other environments. Some corrosion and deterioration is considered normal wear in this environment. Non-Coastal Hardware and anodized or other specialty finishes are not recommended, and are not warranted in coastal environments.

### EXCLUSIVE REMEDY

If a covered defect appears during the five (5) years of the warranty term, Eurotek Windows will, at its option, repair the defect, replace the defective materials, or refund the price paid for the defective materials. If a covered Coastal Hardware defect appears during the term of the warranty, Eurotek Windows will, at its option, repair or replace the defective hardware, or refund the price paid for the defective hardware. Removal, installation, refinishing, and disposal costs and services are not included. Eurotek Windows will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

### LIMITATIONS

In addition to all terms, conditions, and limitations set forth in the Eurotek Windows Limited Warranty, the following limitations apply:

- Salt and other corrosive or abrasive materials must not be

allowed to build up on the exterior surfaces or other exposed components of the product. Unless product-specific care instructions require more frequent cleaning, exterior surfaces and exposed components must be cleaned with a mild detergent soap and water at least every three (3) months (more frequently if necessary) to prevent this build-up. Lift and slide operational hardware must be cleaned and maintained in strict accordance with the written care instructions. • Any breaches in the exterior finish, such as scratches, chips or abrasions can result in corrosion and must be repaired immediately.

IN NO EVENT WILL Eurotek WINDOWS IS LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL Eurotek WINDOWS LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of liability and disclaimers of warranty set forth herein shall survive and apply, even if the exclusive remedy is found to have failed of its essential purpose.

### DISCLAIMER

This Limited Warranty supplement, together with the Eurotek Windows, is the only warranty, written or oral, express or implied, provided by Eurotek Windows. No dealer, employee, or agent of Eurotek Windows, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Eurotek Windows. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in the Eurotek Windows Limited Warranty. This Limited Warranty supplement gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS LIMITED WARRANTY SUPPLEMENT IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY Eurotek WINDOWS PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.



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Eurotek reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Eurotek will have the right to substitute current Products and components of equal quality and as similar in appearance as possible. Eurotek will not be obligated to replace discontinued Products and components for which no similar alternatives are available.

### DISCLAIMER OF WARRANTY

Except for the express warranty contained herein, Eurotek extends no other warranties, whether express, implied or statutory, and Eurotek expressly disclaims the implied warranties of merchantability and fitness for a particular purpose. Any product or component not specifically subject to this Limited Warranty or another written Eurotek Windows product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY Eurotek Windows PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND. Any product or component not specifically subject to this Limited Warranty or another written Eurotek Windows product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY Eurotek Windows PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

### LIMITATION OF REMEDIES

In no event will Eurotek be liable for incidental, indirect, special or consequential damages, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, but are not limited to lost rents or profits, loss of use, claims of third parties and property damage. The statute of limitations applicable to all claims arising under this Warranty shall be one (1) year from the date the claim accrues.

### CONTACT US

To obtain service under this Warranty, contact us at (626) 716-2238 or access Eurotek's website at [www.eurotekwindows.com](http://www.eurotekwindows.com). Please keep this certificate for your files.

### NOTES

#### PRESSURE RELIEF VALVES

All IG (insulated glass) units in products to be delivered to projects or delivery sites located in 4000 ft. or higher elevations from sea level shall be equipped with pressure relief valves. It is Buyers responsibility to order pressure relief valves. If ordered window or door unit has pressure relief valves and is too tall to be loaded to the container in vertical position, the Buyer will be informed that the ordered unit will be delivered unglazed, and it is Buyer's responsibility to glaze it on site.