

# Limited Lifetime Window and Door Warranty

#### DOORS OF THE 300 SERIES AND ALL NEW CONSTRUCTION WINDOWS

At Ellison we are proud of the quality and workmanship of our windows and patio doors and want you to be satisfied with them. We are pleased to offer you the following Lifetime Limited Warranty on our products for materials and workmanship from the date of installation at no additional cost to you!

Of course, as you would expect, our warranty does not cover normal wear and tear, or damages resulting from misuse, abuse, neglect or improper maintenance, and alterations or damages caused by others.

# Unit Components

Ellison warrants to the original single-family homeowner that products manufactured by Ellison will be free of defects in parts and workmanship under normal use and service for as long as you own and reside in the home in which the products were installed.

#### **Insulated Glass**

The insulated glass portion of the window is warranted not to "fail" for a period of twenty-five years from the date of purchase. A "failed" unit is one that develops a significant obstruction of vision resulting from a moisture film formation or dust collection between the interior glass surfaces of the unit caused by failure of the hermetic seal. Small marks, scratches and spots which do not exceed company standards or federal government specifications

DD-G-451D or ASTM C1036 Standard Specification for

Flat Glass, do not make insulated glass units defective.

# Coverage During 1st Year

Ellison will repair or replace any defective window components (including stress cracks) or parts at no charge, during the first year after purchase by the original single-family homeowner.

# Insulated Glass Coverage After the 1st Year

Should the glass fail after year 10 as a result of defects described above, then Ellison will charge you a fixed percentage of the company's selling price for insulated glass at that time, according to the following schedule.

Years	Required Payment Percentage
2-10	0%
11-15	50%
16-25	75%

# Repair Procedure

This warranty is limited to Ellison, at its option, repairing and/or replacing defective parts (color matching not guaranteed) in lieu of repair or replacement. Ellison, in its sole discretion, reserves the right to refund the amount

paid by the original single-family homeowner for the window product (excluding installation cost).

# **Product Changes**

Ellison reserves the right to discontinue or change any product it manufacturers. If the part or component of the product originally installed is not available and Ellison determines to make replacement, Ellison shall have the right to substitute such part or component designated by Ellison to be of equal quality and price.

# Commercial Applications

If Ellison products are installed in non-owner multi-family occupied dwellings or used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to 10 years, and excludes labor.

#### Limitations

ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL EXPIRE WITH THE TERM OF THIS LIMITED WARRANTY. ELLISON EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPAIR OR REPLACEMENT OR REFUND OF ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty.

This limited warranty is only applicable in the USA. This limited warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state.

This limited warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers.

### Condensation, Mold & Mildew

Condensation on the glass surface is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold, mildew and related health risks. In no event shall Ellison be liable for any damages, including special, incidental or consequential damages, resulting from condensation, mold or mildew.

IF YOU BECOME AWARE OF PERSISTENT CONDENSATION ON YOUR WINDOWS, YOU SHOULD TAKE IMMEDIATE REMEDIAL ACTION TO PREVENT WATER, MOLD AND/OR MILDEW DAMAGE TO YOUR PROPERTY AND POTENTIAL HEALTH RISKS.

#### Color

Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

# Damage Related Exclusions

- Improper installation, use or maintenance
- Product failure or damage due to improper installation or modifications including: adjustments or corrections due to improper installation
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Units improperly assembled and/or improperly mulled by others
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship
- Glass or metal damage caused by others (e.g., brick wash, sanding or improper washing, chemicals or airborne pollutants such as salt or acid rain). Corrosion resistant hardware is available for installations exposed to salt water or acid rain
- Delivery damage by companies other than Ellison
- · Accidents or Acts of God
- · Normal wear and tear

#### General Exclusions

- · Non-transferable
- Tarnish, corrosion or discoloration of hardware finishes
- · Screens are not covered under the warranty
- Caulking is a maintenance responsibility of the homeowner after installation and is not covered under the warranty
- Applicable taxes and freight
- Defects in exterior paint, interior and exterior laminate coverage limited to 10 years

#### Labor Related Exclusions

- All labor is excluded after the first year of warranty
- Replacement of sash panels, glass or other components
- Removal and disposal of defective product
- Painting or staining of repaired or replaced product, component, trim or other carpentry work that may be required
- · Service trips to provide instruction on product use

# How to get help...

For further information or to make a claim, please contact the Ellison retailer/dealer who supplied you with the Ellison product. If unavailable or unknown to you, you may contact us at:

Warranty Department Ellison Windows and Doors 300 Welcome Center Blvd. Welcome, NC 27374

All claims must include the following information:

- Description of the product such as the exterior color, unit size or inside visible glass measurements
- A detailed description of the suspected defect and where the product is installed
- Product identification number (PIN), which is a unique eight-digit "warranty I.D." number located in the top portion of each product
- · Proof of purchase and date
- Your name, address, telephone number

Replacement products may be provided to the homeowner at no cost, but there could be labor charges for the removal of defective products and for installation of replacement products, if not removed and installed by the homeowner. The manufacturer has no responsibility, liability or obligation for, nor will it pay, any removal or installation costs for the replacement products.

Replacement components or parts will be delivered to the nearest Ellison location. Delivery to the actual installed location is the responsibility of the homeowner.

When warranty coverage is unclear, Ellison may charge an inspection fee of \$100.00 for any on-site inspections. If the inspector determines the Ellison product has a defect covered by this warranty, the inspection fee will be waived.

## Warranty Registration

Register warranty on-line at www.ellisonwindows.com. Click on "Our Services" and then "Warranty Information".

This warranty applies to:

Windows with the 5700, 120,130, 150, 160, 450, 460, 750 and 755 SERIES and Doors of the 300 SERIES.



300 Welcome Center Blvd. Welcome, NC 27374