

# Eagle® Transferable Limited Warranty

This Limited Warranty applies only to Eagle® branded products.

## Insulated Glass

Eagle warrants its insulated glass incorporating stainless steel spacer or Super Spacer® bars against seal failure for a period of twenty (20) years from the date of manufacture.

Eagle warrants its insulated glass incorporating aluminum spacer bars against seal failure for a period of ten (10) years from the date of manufacture.

Eagle warrants its decorative glass against seal failure for a period of ten (10) years from the date of manufacture.

Should there be a seal failure within the Limited Warranty period, Eagle will, at its option, without charge, provide either a replacement piece of insulated or decorative glass or a sash glazed with insulated glass or decorative glass delivered to the original point of purchase.

Labor for installation and any painting, finishing, or similar activities involved in the installation, removal or disposal of the product is not included.

Eagle warrants its insulated glass against failure due to stress cracking or thermal shock cracking for a period of two (2) years from the date of manufacture.

Eagle warrants its laminated glass against delamination for a period of five (5) years from the date of manufacture. Should there be a failure due to stress cracking, thermal shock cracking or delamination of the laminated glass within the Limited Warranty periods, Eagle will, at its option, without charge, replace or repair the product that fails to conform to the foregoing warranties. Replacement product will be delivered to the original point of purchase. Labor for the installation and any painting, finishing, or similar activities involved in the installation, removal or disposal of the product is not included.

**Exclusions.** These Limited Warranties do not cover cracked or broken glass or other damage to the glass resulting from accident, abusive handling, or misuse; nor do they cover glass panes broken from the exterior. The application of films, coatings, or other applications to the glass and any modification of the product by the installation of a security system will immediately void the Limited Warranty.

## Wood Components

Eagle warrants its wood components against defects in manufacturing, workmanship and materials for a period of ten (10) years from the date of manufacture for interior components and five (5) years from the date of manufacture for exterior components. To be covered under this Limited Warranty, it is the consumer's responsibility to: (1) ensure that all wood surfaces (interior, exterior, top, bottom and any exposed sides) are immediately and thoroughly painted, varnished or sealed in conformity with generally accepted field finishing standards; (2) ensure that the finishes are maintained; and (3) properly care for and protect all wood components against moisture, excessive dryness and other abnormal exposure.

Eagle will, at its option, without charge, replace or repair any wood components, which fail to conform to the foregoing Limited Warranty. Replacement components will be delivered to the original point of purchase. Labor for the installation and any painting, finishing, or similar activities involved in the installation, removal or disposal of the product is not included.

Eagle may defer or delay remedy of any wood component defect under the Limited Warranty for a period of one (1) full year from the date of the receipt of a claim because window and door products may stabilize themselves and return to their original plane as they adjust to various conditions.

**Exclusions.** Texture, grain and color variations do not constitute defects in wood components and are not covered under this Limited Warranty.

## Hardware, Weather Stripping, Blinds and Insect Screens

Eagle warrants its hardware (except polished brass finished hardware), weather stripping, blinds and insect screens for failure to perform as designed for a period of ten (10) years from the date of manufacture, except for commercial hardware, which is warranted for a period of three (3) years from the date of manufacture.

Should a warranted failure occur within the time period covered under the Limited Warranty, Eagle will, at its option, provide replacement hardware, weather stripping, blinds or insect screens without charge, delivered to the original point of purchase. Labor for the installation and any painting, finishing, or similar activities involved in the installation, removal or disposal of the product is not included.

**Exclusions.** Weathering of hardware finishes may vary and is not considered a defect and is not covered under this Limited Warranty. Note: Insect screens are designed for insect control and ventilation and not for preventing potential falls from windows and doors.

## Exterior Painted Aluminum Surfaces – 2604 & 2605 Coating Systems

Subject to the conditions described below, Eagle warrants that the paint film (Silicone polyester enamel conforming to AAMA 2604-05 and Kynar® fluorocarbon coating system conforming to AAMA 2605-05) on its aluminum cladding in its standard colors will not crack, check, peel, flake, blister or lose adhesion for a period of twenty (20) years from the date of manufacture when exposed to normal atmospheric conditions, see below for Coastal Seashore details. The paint film is also warranted against chalking in excess of a number eight (8) rating based on ASTM D 4214-98 and against color change of more than five (5) Delta E units in accordance with ASTM D-2244-02e1 for a period of ten (10) years from the date of manufacture.

Eagle will, at its option, without charge, replace or repair a component that fails to conform to the foregoing Limited Warranty. Replacement components will be delivered to the original point of purchase. Labor for installation and any painting, finishing or similar activities involved in the installation, removal or disposal of the component or product is not covered.

Paint performance may vary based on orientation, altitude, installation in heavy salt spray environments, and other atmospheric conditions. Regular maintenance of the product is required to maintain the appearance of the finish on clad units, including hardware, and is therefore required to maintain Limited Warranty coverage.

## Exterior Painted Aluminum Surfaces – 2604 & 2605 Coating Systems for Coastal Seashore

Subject to the conditions described within, Eagle warrants that the paint film (Silicone polyester

enamel conforming to AAMA 2604-05 and Kynar® fluorocarbon coating system conforming to AAMA 2605-05) on its aluminum cladding in its standard colors will not crack, check, peel, flake, blister or lose adhesion from the date of manufacture for product exposed to high salt concentrations such as:

- Products in service between two (2) miles and 1,001 feet from the coastal seashore for ten (10) years. Eagle will, at its option, without charge, replace or repair a component or refund the purchase price that fails to conform to the foregoing Limited Warranty.
- Products in service between 1,000 feet and the seashore shall be warranted for a period of ten (10) years, prorated after five (5) years. In years six (6) to ten (10) of the warranty period, Eagle will, at its option provide replacement components at 50% discount of Eagle's list price, reimburse 50% of the cost to repair the failure or refund the purchase price at 50% of the purchase price.

The paint film is also warranted against chalking in excess of a number eight (8) rating based on ASTM D 4214-98 and against color change of more than five (5) Delta E units in accordance with ASTM D-2244-02e1 for a period of ten (10) years from the date of manufacture.

Replacement components will be delivered to the original point of purchase. Labor for installation and any painting, finishing or similar activities involved in the installation, removal or disposal of the component or product is not covered.

**Exclusions.** Products subjected to the detrimental effects of air pollutants, chemical or caustic washes, or the accumulation of concentrated salt deposits are not covered by the terms of this Limited Warranty. Any scratches, chips or surface damage that would expose the aluminum cladding surface, must be repaired immediately and is therefore required to maintain Limited Warranty coverage.

For Coastal Seashore (areas of high salt concentration), such as those within two (2) miles of the coastal seashore or industrial atmospheres, must implement a systematic fresh water-cleaning program which consists of cleaning with mild soap and water at least every three (3) months or more often when required so as to prevent the accumulation of concentrated salt deposits. Periodic waxing with an automotive-type wax may prolong the finish life.

Note: The atmospheric conditions within two (2) miles of the coastal seashore can be extremely corrosive. Even with a systematic cleaning program, products installed in these conditions will typically deteriorate more than product installed in normal atmospheric conditions. Some corrosion and/or deterioration is considered "normal wear and tear" and normal weathering in this atmospheric condition.

## Exterior Anodized Aluminum Surfaces

Subject to the conditions described within, Eagle warrants that the anodized finish on its aluminum cladding in its standard colors will not crack, craze, flake or blister for a period of five (5) years from the date of manufacture when exposed to normal atmospheric conditions. The anodized finish is also warranted against chalking in excess of a number eight (8) rating as determined by the procedure outlined in ASTM D-4214-98 specification tests and against

color change of more than five (5) Delta-E units as determined by ASTM method D-2244-02e1 for a period of five (5) years from the date of manufacture.

Eagle will, at its option, without charge, replace or repair a component that fails to conform to the foregoing Limited Warranty. Replacement components will be delivered to the original point of purchase. Labor for installation and any painting, finishing or similar activities involved in the installation, removal or disposal of the component or product is not covered.

**Exclusions.** Fading or color changes may not be uniform if surfaces are not equally exposed to the sun and elements and is not covered under this Limited Warranty.

Eagle will, at its option, without charge, replace or repair the product that fails to conform to the foregoing Limited Warranty. Replacement product will be delivered to the original point of purchase. Labor for installation and any painting, finishing or similar activities involved in the installation, removal or disposal of the product is not covered.

### Defects Not Covered by This Limited Warranty

In addition to the exclusions already described, this Limited Warranty does not cover the following defects:

1. With respect to any Wood Component: warping, unless the "warp" exceeds one-quarter of an inch ( $\frac{1}{4}$ " ) in the plane of the window or door itself and not the relation of the window or door to the frame or jamb in which it is hung. The term "warp" means the amount of bow, cup or twist in the window or door panel. When measuring the amount of warp present in a window or door panel, place a straight edge, taut wire or string on the suspected concave face of the window or door. This action can be performed at any angle (horizontally, vertically or diagonally) while the window or door is in its installed position. The measurement of bow, cup or twist must be made at the point of maximum distance between the bottom of the straight edge, taut wire or string and the face of the window or door.
2. With respect to any insulated glass product, any cracking or other damage to glass caused by any glazing of the product by any party other than Eagle.
3. With respect to all products, any condition or failure of performance not primarily and directly caused by Eagle Window & Door Manufacturing, Inc.'s design, materials or manufacture, including, but not limited to, any condition or failure due to:
  - a. Normal wear and tear and normal weathering.
  - b. Faulty or improper installation, installation not in conformity with industry standards or instructions or the use of frames, jambs or accessories that do not properly receive or secure the product.
  - c. Deterioration, movement or casualty in the frame, jamb, wall or building within which the product has been installed.
  - d. Catastrophic weather or act of God, including but not limited to, fire, wind or wind-borne object.
  - e. Any damage under the control of the consumer and any unreasonable use, including, but not limited to, any defect due to vandalism, misuse, physical abuse, intentional act, accident, negligence, atmospheric pollution, acid rain, harmful chemicals, fumes or cleaning compounds, failure to provide reasonable and necessary maintenance and care (including, but

not limited to, maintenance and care against moisture, excessive dryness, and other abnormal exposure), failure to ensure that all surfaces (interior, exterior, top, bottom and any exposed sides) are immediately and thoroughly painted, varnished or sealed according to accepted field finishing standards, failure to maintain any necessary finish and damage or deterioration for failure to use a drip cap above any window or door.

- f. Failure to maintain the product in accordance with Eagle care instructions.
  - g. Product performance to the extent that the product has been modified or ordered in any way other than by which the product was tested or certified by Eagle Window & Door Manufacturing, Inc. Eagle's standard products are tested by a third party testing agency and certified to Hallmark standards. Actual field results may vary based on installation, climate zone, application and job site conditions.
4. With respect to auxiliary/direct set frame windows and products manufactured by Eagle distributors and dealers from components supplied by Eagle, Eagle warrants only the materials manufactured by Eagle Window & Door Manufacturing, Inc. in Dubuque, Iowa. Products and product components sold by Eagle distributors or dealers, which were not manufactured by Eagle Window & Door Manufacturing, Inc. in Dubuque, Iowa, are not covered under this Limited Warranty.

### Special Items and Products

Although Eagle prides itself on its ability to provide special products or special items which are manufactured to meet the specific design, specification or use requirements of a consumer or construction project, Eagle does not warrant or guarantee those products to meet any specific product performance tests. Because of the variety of items and products customers request, Eagle cannot foresee how each of these units will perform in various construction and job site conditions. Under these circumstances, where a product requested is not included within Eagle's tested and certified standard product designs, Eagle does not warrant or guarantee in any respect the operation or function of these products.

### Limitation of Warranty

This Limited Warranty is the only express warranty (either written or oral) provided by Eagle. No dealer, employee, representative or agent of Eagle, nor any other person, has authority to assume or incur on behalf of Eagle any liability, obligation or responsibility in place of or in addition to the terms of this Limited Warranty.

**THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE LIMITED WARRANTIES DESCRIBED HEREIN, EXCEPT ONLY AS MAY BE REQUIRED BY FEDERAL LAW OR STATE LAW APPLICABLE IN THE JURISDICTION IN WHICH THE WARRANTED PRODUCT IS SOLD.**

**IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE APPLICABLE PERIODS UNDER THIS LIMITED WARRANTY.**

This limited warranty is only applicable in the continental United States (i.e. the fifty states and the District of Columbia), Canada and Mexico. This limited warranty gives specific legal rights, and you may also have other rights, which may vary from state to state.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**IN NO EVENT SHALL EAGLE BE LIABLE FOR OR OBLIGATED TO PAY ANY CONSEQUENTIAL,**

**INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND AND ITS LIABILITY IN ALL INSTANCES WILL BE LIMITED TO REPAIR OR REPLACEMENT.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### Transfer of Warranty

This Limited Warranty and all claims and rights hereunder shall transfer to any new property owner upon the sale or other legal transfer of ownership of the property within which the warranted product has been installed.

### Claim Procedure

It is required that each window and door be inspected upon receipt of delivery and before installation and finishing. To initiate a claim under this Limited Warranty, the consumer must contact:

Customer Service  
Eagle Window & Door, LLC  
2045 Kerper Blvd.  
Dubuque, Iowa 52001  
1-800-324-5354

Eagle must receive each claim within the applicable Limited Warranty period and also within thirty (30) days after the date the defect is first discovered or reasonably could have been discovered. The claim must contain the following information:

1. The consumer's name, address and telephone number.
2. A description of the product.
3. Proof of the date of purchase (an invoice will suffice).
4. The name of the dealer from which the product was purchased (if known).
5. A description of the defect and any further pertinent information.

Eagle will reply within a reasonable period of time after receipt of the claim. For a claim to be honored, the consumer must cooperate with Eagle by providing any other information and evidence reasonably required to resolve the claim, and if requested, the consumer must permit Eagle to inspect the product within a reasonable period of time after the claim is made. This Limited Warranty will be void if the product is removed or modified without first providing Eagle with notice and the opportunity to inspect the product as installed. If, after investigation, Eagle determines that the claim is valid, the remedy will be in accordance with the terms and conditions of this Limited Warranty.

Eagle reserves the right to perform all Limited Warranty work or arrange for another party to perform the Limited Warranty work at the consumer's cost.

The applicable Limited Warranty period will be extended by the period of performance of any Limited Warranty work, but thereafter the remaining original Limited Warranty period will continue in effect and be applicable to the Limited Warranty work performed under the terms and conditions of this Limited Warranty. Eagle reserves the right, at its discretion, to discontinue or modify part or all of any of its products or components. If an identical Eagle product or component is not available for replacement purposes, Eagle reserves the right, at its discretion, to substitute a similar Eagle window or door product or component of equivalent value or to refund the original purchase price of the defective product or component.

Effective on all product manufactured between 02/09 and 01/12.