

# EAGLE® LIMITED WARRANTY<sup>1</sup>

## INSULATED GLASS

EAGLE WINDOW & DOOR, INC., as manufacturer, warrants all insulated glass (including Decorelle 100 and 150 and HarborMaster™) delivered to the original consumer by EAGLE WINDOW & DOOR, INC., or its authorized dealers against,

(1) failure of the air seal for a twenty (20) year period from the date of manufacture - decorative glass (Decorelle 250 - 700) for ten (10) years from date of manufacture, (2) this failure due to stress crack or thermal shock cracking for a period of two (2) years from date of manufacture. EAGLE WINDOW & DOOR, INC. also warrants its monolithic and insulated laminated glass against delamination for a period of five (5) years from the date of manufacture. These Warranties do not include cracked or broken glass or damage to the product resulting from accident, abusive handling or misuse, nor does it include glass panes broken from the exterior. Films, coatings or other appliances applied to the glass on Eagle products will immediately void the Warranty. Should there be such failure of the air seal within the Limited Warranty period, EAGLE WINDOW & DOOR, INC., shall provide either a replacement piece of insulated glass or a sash glazed with insulated glass, at their discretion, delivered to the original point of purchase. The consumer will be responsible for installation and replacement of the glass. EAGLE WINDOW & DOOR, INC., will not be responsible for repainting, refinishing, or similar activities involved in the installation and replacement of glass.

## WOOD ITEMS

EAGLE WINDOW & DOOR, INC., warrants to the original consumer the quality of workmanship and materials of wood items to be free from defects which might render the product unserviceable. We suggest inspection of all products upon arrival and before installation and finishing. Texture and color variations do not constitute defects in wood items. To comply with this Limited Warranty, it is the consumer's responsibility to properly care for and protect all wood items against moisture, excessive dryness, etc., and to see that all surfaces, interior and exterior, top and bottom of wood items, are thoroughly painted, varnished or sealed immediately by accepted field finishing standards. EAGLE WINDOW & DOOR, INC., will, without charge, replace or repair any products which may be defective and will do so in the same state as originally furnished. The company will not accept responsibility for repainting, refinishing or any other necessary work to complete the replacement or repair of the product. We do ask for prompt and immediate notification of any items deemed unsatisfactory.

Under no circumstances will EAGLE WINDOW & DOOR, INC., warrant the wood items of the product beyond a ten (10) year period which commences from the date of manufacture.

EAGLE WINDOW & DOOR, INC., may defer remedying any Wood Defect for a period of one (1) full year from date of the company's receipt of claim. This one (1) year grace period may be used because window and door products quite often stabilize themselves and return to their original plane as they adjust to various conditions.

## HARDWARE, WEATHER-STRIPPING, SCREENS, ETC.

These products are generally manufactured by others and provided to us as raw products to incorporate into our product. We will, however, provide a Limited Warranty to the original consumer against defects for a ten (10) year period from the date of manufacture (except polished brass finished hardware). Within that time period we will provide replacement hardware, weather-stripping, blinds and screens at no cost to the original consumer. The company will not, however, be responsible for installation or any refinishing work associated with replacement of the items deemed defective. Dealers should note the company will invoice at regular price for

replacement material, and in turn issue credit when defective material has been returned for inspection and approval. Weathering of hardware finishes may vary and is not considered a defect. Note: Screens are designed for insect control and not for restraining consumers from potential falls from windows and doors.

## EXTERIOR PAINTED ALUMINUM SURFACES

Subject to the conditions described below, EAGLE WINDOW & DOOR, INC., shall warrant the paint performance (a Silicone Polyester Enamel conforming to AAMA 2604-98) on its aluminum cladding for its standard colors for a period of twenty (20) years from the date of manufacture to the original consumer. Within this time period EAGLE WINDOW & DOOR, INC., warrants that the film will not crack, check, peel, flake, blister or lose adhesion when exposed to normal atmospheric conditions. In addition, the coating is warranted for a period of ten (10) years against chalking in excess of a number eight (8) rating based on ASTM D 4214-97 and against color change of more than five (5) Delta E units in accordance with ASTM D 2244-93.\* The paint performance may vary based on installation in heavy salt spray environments, elevation, orientation, altitude and other atmospheric conditions. Normal, regular maintenance of the product is required to maintain the appearance and extend the finish life on clad units. It is recommended that there be a systematic fresh water cleaning program in effect in areas of high salt concentration, such as adjacent to the seashore and/or industrial atmospheres, so as to prevent the accumulation of concentrated salt deposits. Units subject to the detrimental effects of air pollutants or chemical or caustic washes will not be covered by the terms of this Warranty. In the event that a paint failure should occur, EAGLE WINDOW & DOOR, INC., reserves the right to determine the best method for taking corrective action. Notes: \*Custom colors and Cardinal, Bing Cherry and Fire Engine Reds are excluded from this warranty.

## STRUCTURAL PERFORMANCE

EAGLE WINDOW & DOOR, INC., warrants its extruded aluminum cladding for the life of the product, when properly installed in its intended usage and under normal conditions to maintain its structural performance, shape and profile.

## DEFECTS NOT COVERED BY WARRANTIES

These Warranties do not cover the following defects:

1. With respect to any Wood Defect,
  - a) texture and color variations
  - b) warping unless the "warp" exceeds 1/4" in the plane of an Eagle window or door itself and not the relation of an Eagle 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 an Eagle window or door panel, place a straight edge, taut wire or string on the suspected concave face of the Eagle window or door. This action can be performed at any angle (horizontally, vertically or diagonally) while the Eagle 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 Air Seal Defect of Products of Others, any cracking or other breaking of glass occurring after the purchase.
3. Any defect not primarily and directly caused by the company's design or manufacture, such as defect due to:
  - a) Normal weathering

<sup>1</sup> 5/2002 - 7/2007.

- b) Faulty or improper installation, other installation in non-conformity with industry standards or use of frame, jamb or accessories, which do not properly receive or secure the Eagle window or door.
  - c) Deterioration, movement or casualty in frame, jamb, wall or building, upon which the Eagle window or door has been installed.
  - d) Catastrophic weather or act of God, including fire, wind or wind-borne object.
  - e) Vandalism; misuse; physical abuse; intentional act; unreasonable use; accident; negligence (other than negligence in the company's designing or manufacturing of Eagle windows and doors); atmospheric pollution; acid rain; harmful chemicals; fumes or cleaning compounds; or faulty or improper installation, or failure to provide reasonable and necessary maintenance and care against moisture, excessive dryness and other abnormal exposure (including failure to assure that all surfaces, interior and exterior, top and bottom are thoroughly painted, varnished or sealed by accepted field finishing standards). Eagle requires the use of drip caps above all windows and doors.
4. With respect to auxiliary/direct set frame windows and products manufactured by distributors and dealers from components supplied by EAGLE WINDOW & DOOR, INC., EAGLE WINDOW & DOOR, INC., warrants to the original consumer the materials manufactured by EAGLE WINDOW & DOOR, INC., Dubuque, Iowa only. Additional glass, window components and products sold by Eagle distributors or dealers (not manufactured by EAGLE WINDOW & DOOR, INC.), are not covered under this Warranty.

Product performance in the event the product has been modified/ordered in any way different from the product as tested and/or certified, such as, for example, a door unit without multi-point locking hardware, or when supplied with handicap sills and accessories.

### SPECIAL ITEMS AND PRODUCTS:

While EAGLE WINDOW & DOOR prides itself on its ability to provide "Special Products" or "Special Items" which are manufactured to meet specific design, specification or use requirements of a customer or construction project, EAGLE WINDOW & DOOR does not warrant or guarantee those products to meet any specific window/door product performance tests. Because of the variety of items and products customers request EAGLE WINDOW & DOOR to provide, EAGLE WINDOW & DOOR cannot foresee how each of these units will perform in various construction and job site conditions. Under these circumstances where product does not conform in every respect to EAGLE WINDOW & DOOR'S standard product designs as tested and certified, EAGLE WINDOW & DOOR does not assume responsibility in any respect for these items or products either with respect to their operation or function.

### LIMITATION OF LIABILITIES

These Warranties are the only express warranties provided by the company. No employee, representative or agent of the company or any other person has authority to assume or incur on behalf of the company and liability, obligation or responsibility in place of or in addition to these Warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE APPLICABLE PERIOD UNDER THIS WARRANTY. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL THE

COMPANY BE LIABLE OR OBLIGATED FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. These Warranties provide specific legal rights, and other rights, which vary from state to state, that may be available.

### TRANSFER OF WARRANTIES

These Warranties are not transferable by the original purchaser.

### CLAIM PROCEDURE

It is suggested that each Eagle window and door be inspected upon receipt of delivery and before installation and finishing. To initiate claim action under these Warranties, the original consumer must contact:

Customer Service  
Eagle Window & Door, Inc.  
2045 Kerper Blvd.  
Dubuque, Iowa 52001  
1.800.324.5354

The company must receive each claim within the applicable Warranty period and also within sixty (60) days after the date the defect is first discovered or reasonably could have been discovered. The claim must contain a brief written description of the following:

1. The original consumer's name, address and telephone number.
2. Description of Eagle window or door involved in claim.
3. Proof of date of purchase (invoice).
4. Name of dealer from which the Eagle window or door was purchased (if known).
5. Nature of defect and any further pertinent information.

Subject to the third paragraph under the heading, "Wood Items," the company will reply within a reasonable period of time after receipt of the claim. For a claim to be honored, the consumer must also provide to the company other information and evidence reasonably required by the company and, if requested, must permit the company's inspection of the Eagle window or door within a reasonable period of time after the claim is made. If, after investigation, the company determines that the claim is valid, the remedy will be in accordance with the terms and conditions of these Warranties.

The company reserves the right to perform all Warranty work or arrange for another party to perform the Warranty work.

The "original consumer" as stated throughout this Warranty is considered the party that owns or is the permanent resident of the building. This does not include builders unless they occupy the residence for more than one year.

The applicable Warranty period will be extended by the period of performance of any Warranty work, but thereafter the remaining original Warranty period will continue in effect and be applicable to the Warranty work performed under the terms and conditions of these Warranties. The company reserves the right to discontinue or modify part or all of any of its Eagle windows or doors. If an Eagle window or door the same as the Eagle window or door or any part covered by these Warranties is not available at the time of repair or replacement, the company reserves the right to substitute a similar Eagle window or door or part selected by the company of equivalent value or to refund the original purchase price of the defective Eagle window or door.

