



Thank you for purchasing quality windows or doors manufactured by Custom Windows of Texas LLC. Our products are designed and built to provide long life and trouble-free operation. Custom Windows supports all replacement window and door purchases with our Transferrable Residential Lifetime Limited Warranty (hereinafter, the Residential Warranty) or Transferrable Commercial 10 Year Limited Warranty (hereinafter, the Commercial Warranty). Please read through and familiarize yourself with this document which defines the responsibilities of both our Residential Warranty and Commercial Warranty.

Definition and Summary of Warranty Classifications:

Residential Warranty: Where the purchase was made and paid for by the existing homeowner and is homeowner occupied, the Transferrable Lifetime Limited Warranty defined below shall apply.

Commercial Warranty: For non-homeowner-occupied homes, the Transferrable Commercial 10 Year Limited Warranty defined below shall apply. This shall include property used or converted to rental or lease use.

Coverage Summary:

| Type: | <u>Residential Warranty</u> | <u>Commercial Warranty:</u> |
|---------------------------------|---|---|
| Frames / Sashes: | Lifetime against chipping, cracking, peeling or blistering. Factory painted finishes are warranted for ten (10) years. | Ten (10) years against chipping, cracking, peeling or blistering. Factory painted finishes are warranted for ten (10) years. |
| Glass Seal Failure (IG): | Twenty (20) years coverage of a seal failure which results in permanent fogging or film between the panes of glass. Beyond 20 years, coverage is 50% of the list price for the new insulated glass unit. (See notes on condensation below.) | Ten (10) Year coverage against seal failure which results in permanent fogging of film between the panes of glass. Beyond ten (10) years, coverage is 50% of the list price for the new insulated glass unit. (See notes on condensation below.) |
| Hardware / Parts: | Lifetime against breakage or failure to operate properly under normal use. | Ten (10) Year coverage against breakage or failure to operate properly under normal use. |
| Screens: | Lifetime against rust or rot. Punctures or tears are not covered unless noted during initial inspection. | Ten (10) Year coverage against rust or rot. Punctures or tears are not covered unless noted during initial inspection. |
| Glass Breakage: | Stress cracks resulting from fabrication are covered for ninety (90) days. (Note full definitions and exclusions in details below.) | Stress cracks resulting from fabrication are covered for ninety (90) days. (Note full definitions and exclusions in details below.) |
| Labor: | For any warranty repair above, labor is covered for one (1) year from date of sale (ninety (90) days for glass breakage). Beyond this period, the replacement part(s) will be provided to the customer under the terms of the warranty. | For any warranty repair above, labor is covered for ninety (90) days from date of sale. Beyond this period, the replacement part(s) will be provided to the customer under the terms of the warranty. |
| Transferability: | By following the conditions defined below, the Residential Warranty may be transferred to a new owner-occupied homeowner and continues in force as of the original date of product purchase. Note: If a homeowner-occupied home is converted or sold to a new owner for commercial purposes, the warranty shall transfer from the Residential Warranty to the Commercial Warranty, with any remaining warranty duration calculated based upon the original product purchase date. | By following the conditions defined below, the Commercial Warranty may be transferred to a new owner and continues in force as of the original date of product purchase. Note: If a homeowner-occupied home is converted or sold to a new owner for commercial purposes, the warranty shall transfer from the Residential Warranty to the Commercial Warranty, with any remaining warranty duration calculated based upon the original product purchase date. |

Declarations and Limitations

All claims for defects under this warranty should be submitted in writing to the manufacturer, Custom Windows of Texas LLC, 1025 W. 19th St. Houston, TX 77008, or contact the contractor through which the products were purchased and/or installed. A copy of the original invoice may be required to verify coverage.

When notifying the company regarding a claim, please identify the product involved, the date and place of purchase, and describe the defect as completely as possible (sketches and photographs are helpful). Identify any persons who may have been contacted or of previous attempts that have been made to resolve the problem.

Custom Windows may charge an inspection fee for an onsite inspection that is required or requested, however if it is determined that a manufacturing defect exists which is covered under warranty, the inspection fee will be waived.

This warranty covers only manufacturing defects. All other causes or materials failure including, but not limited to, damage due to faulty installation, accidental or intentional damage, settlement of the building, atmospheric pollution, normal weathering of the surfaces such as fading or other causes beyond the control of Custom Windows of Texas LLC, or acts of God such as fire, flood, lightning, hail, or windstorm are excluded from this warranty.

Custom Windows reserves the right to discontinue or change any manufactured product. If the part or component of the product originally installed is not available, Custom Windows reserves the right to substitute such part or component for another one as necessary to complete the repair.

Upon determining a valid warranty claim, Custom Windows, at its exclusive option, will repair, provide a new product, or provide a replacement part to the warranty holder in accordance with the terms and time limits as defined herein.

This warranty does not obligate Custom Windows of Texas LLC to bear the cost of any labor for removal or installation, transportation or shipping costs of any product or component required or replaced beyond the terms contained herein.

Note that any glass may have slight visible imperfections upon close inspection, especially with very large or tempered glass units. These may include small scratches, waviness or slight curvature. In keeping with ATSM industry norms, such imperfections which are not visible at viewing distances of eleven (11) feet or more are considered normal and are not warranty items.

Condensation on the exposed surfaces of the glass and/or framing materials is a natural result of excessive humidity or rapid changes in temperature. Such condensation is temporary and does not indicate a defective product or faulty installation. Additional information is available upon request.

This limited warranty is made in lieu of all expressed warranties and extends only to the original consumer or upon submission of a completed transfer document as defined above. In no event shall Custom Windows of Texas LLC be liable for special, incidental or consequential damages or for any delays in the performance of this warranty due to circumstances beyond our control.

No dealer or representative of Custom Windows of Texas LLC. may alter or change this warranty, orally or in writing, including errors in advertising whether intentional or accidental.

This limited warranty is effective for all Custom Windows of Texas LLC Aluminum or Vinyl windows sold after January 1, 2013.

Glass Seal Failure Coverage:

Residential: 20-years to Lifetime (Prorated);

Commercial: 10-years

The installed and sealed insulating glass (IG) unit is warranted against obstruction of vision from film formation caused by failure of the seal that allows permanent moisture or fogging between the panes of glass. (Note that condensation between the panes may temporarily occur under extreme humidity conditions, however such situations will clear naturally and do not constitute a seal failure or permanent obstruction.)

If such permanent defects occur during the first 20 years of the Residential Warranty, Custom Windows will provide a replacement insulating glass unit at no charge to the warranty holder. The labor for replacing a failed IG will be covered for one (1) year for Residential warranty holders.

If such permanent defects or seal failure occurs after 20 years for Residential Warranty holders or 10 years for Commercial Warranty holders, Custom Windows will provide a new insulating glass (IG) for 50% of the list price for such glass then in effect. Shipping and/or labor cost is not included.

Notes on Insulated Glass Units:

- Minor variations in glass color or imperfections (hairline scratch, dust, etc.) can occur during fabrication that do not affect the structural integrity of the glass or materially obstruct vision. Custom Windows follows ATSM industry guidelines and will correct any defects meeting these guidelines when observed during the initial inspection.
- Vibrations caused by nearby traffic, closing doors or extreme winds can cause divided lites between the panes of insulated glass to vibrate and touch the glass, causing a sound. This is not an defect, nor will the grid touching the glass harm the glass unit.
- Do not apply after-market window films, coatings or other products to Low-E insulated glass units as this will void the warranty. Such products may increase the heat load on the glass and cause early seal failure or glass breakage.

Glass Breakage Coverage:

Residential or Commercial: Ninety (90) Days

Custom Windows uses double strength or greater glass for all windows. Slight imperfections that are not seen during fabrication may allow a stress crack to occur. Such stress cracks, while rare, will appear shortly after installation. Custom Windows will replace insulated glass units with such stress cracks for 90 days after installation, including labor. This warranty does not include:

- Breakage not stress related (e.g. rocks, pellet guns, etc.).
- Breakage arising from riot or civil disorder, building settlement or structural failures of walls or foundations

Warranty Transfer:

This warranty is made to the original purchaser of the products and/or owner of the property. If the property is sold within the first five (5) years, the warranty will transfer without cost by submitting the attached form within sixty (60) days of the change in ownership. After five (5) years, the warranty is transferable to any new owner by completing the attached form and enclosing a check for \$100 for administrative costs. The completed form must be submitted to Custom Windows of Texas at 1025 W. 19th Street, Houston, TX 77008 within sixty (60) days of the change in ownership.

Custom Windows of Texas LLC

Warranty Transfer Form

The Limited Lifetime Warranty on Custom Windows products may be transferred when a residential property changes ownership. Custom Windows must be notified of any such change within sixty (60) days of the change in ownership in order to keep records accurate and updated. The form below must be filled out completely and sent along with a copy of the dated original invoice as proof of purchase to Custom Windows of Texas LLC at 1025 W. 19th Street, Houston, TX 77008. There is no limit to the number of times the warranty can be transferred to a new homeowner as long as the necessary forms are submitted, as follows:

- A. If the ownership change occurs within five (5) years from the original date of purchase, this form along with a copy of the dated original invoice must be submitted to transfer the warranty to the new homeowner.
- B. If the ownership change occurs after five (5) years from the original date of purchase, this form must be submitted along with a copy of the dated original invoice and a check for \$100.00 to transfer the warranty to the new homeowner.

The transfer continues the warranty coverage with the terms and conditions of the original warranty, with the same initial effective date shown on the original dated invoice. Failure to complete all parts of the form, or to include an original invoice, or a valid check in cases of ownership change after ten (10) years, may result in a delay of the transfer or invalidation of the transfer entirely.

Original Purchase Information:

Customer Name(s): _____

Date of Purchase: _____ *(include copy of dated original invoice)*

New Owner Information:

Name(s): _____

Home Phone: _____

Cell Phone: _____

Email: _____

Property Information:

Address: Street: _____

City, State and Zip Code: _____