

# Integrated Window Systems

## LIMITED WARRANTY AND REMEDY

**IMPORTANT NOTICE:** Read this entire Integrated Window systems, LLC (“IWS”) Limited Warranty and Limitation of Liability (“Limited Warranty”) before purchasing or installing this product. Refer to the IWS Installation Guides and Maintenance Information (available on the IWS website or upon request) for the required installation and maintenance of your IWS products. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

This Limited Warranty applies to all IWS products, and the original purchase price of all IWS products is reflective of the limitations and terms set forth herein. IWS makes the following exclusive, express Limited Warranties for IWS products installed within the United States and Canada, subject to the stated conditions, limitations, and disclaimers.

Integrated Window Systems Company (“IWS”) warrants to its Customers and all subsequent purchasers and owners of the projects incorporating IWS products (hereinafter “Customer(s)”), subject to every term, condition and limitation stated herein, that the products supplied by IWS shall be free from material defects, in material and workmanship, for the “Warranty Period”- from the date of substantial completion of the project, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by IWS .

This Limited Warranty applies only if IWS's products are installed and maintained according to IWS's recommended practices and installation instructions, and only to defects appearing within the Warranty Period and only if IWS is notified in writing within sixty (60) days after such defects either (i) appear or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the claiming party to notify IWS within such period shall automatically relieve IWS of any and all responsibility and/or liability under this Limited Warranty.

**THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY AND REMEDY ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Frame** – Warranty Period 5 years. IWS warrants its Vinyl frame will be free from peeling, flaking, chipping, blistering, and corrosion during the Warranty Period. Limited Warranty on the frame becomes void if it is stained, washed with chemical or if the surface is altered in any way.

**Insulating Glass** –Warranty Period 10 years. The installed and sealed IWS insulating glass unit is warranted against defects resulting in material obstruction of vision due to film formation on the internal glass surfaces caused by dust or moisture in the air space of the sealed unit during the Warranty Period.

Condensation on windows, which may occur as the natural result of humidity within building due to interior/exterior temperature differentials, does not indicate a defect in the window and is not included in this Limited Warranty.

IWS warrants the glass panels will be free of stress cracks for a period of 6 months after the date of delivery by IWS. This 6-month warranty period is limited exclusively to stress cracks (“Stress Crack Warranty Period”). Stress cracks in glass panels can result from natural settlement or extreme thermal changes between inside and outside temperatures. Stress cracks are not the result of defects in materials and/or workmanship.

**Paint** –Warranty Period 5 years. IWS warrants its paint will not delaminate, blister, flake, crack, check, or peel in such a way as to adversely affect the appearance of the Vinyl.

The alteration or application of any aftermarket films, coatings, tints, or other similar products not originally supplied by IWS will unconditionally void this Limited Warranty.

This Limited Warranty does not cover, and IWS hereby disclaims all liability for, the installation of IWS products, any particular application or selection of the product for any particular project or design, any parts, components or sealants of other manufacturers used with IWS products, or any lack of performance of IWS products attributable to such items. **IWS PRODUCTS ARE PRODUCED FOR COMMERCIAL APPLICATIONS. THIS WARRANTY DOES NOT COVER, AND IWS HEREBY DISCLAIMS ALL LIABILITY FOR, ANY PRODUCTS WHICH HAVE BEEN SUBJECT TO ABUSE, ALTERATION, NEGLIGENCE, MISUSE, ABNORMAL USE, ACCIDENT, FIRE, WAR, FLOOD, EARTHQUAKES, ACTS OF GOD, OR TO WHICH PARTS NOT SUPPLIED BY**

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**IWS HAVE BEEN ADDED, OR TO DEFECTS CAUSED BY DEPRECIATION OR NORMAL WEAR.** All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by IWS and shall be final and binding upon all parties.

### LIMITATION OF REMEDY

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by IWS, however caused, and whether such claim is based upon breach of representation, warranty, condition, contract (fundamental or otherwise), tort (including negligence), strict liability, or any other theory is limited to, at IWS's option, replacement of such products or repayment by IWS of the purchase price paid for it. The remedy with respect to claims made relating to IWS windows specifically excludes temporary enclosures, any labor costs required to remove and replace the defective product, shipping or freight for the replacement part(s) or product(s) or installation costs.

The products replaced shall be warranted to the same extent and to the expiration date from the original Warranty Period, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the claiming party or any other party the right to proceed with repair, replacement, or restoration, without written notice and agreement by a duly authorized officer of Integrated Window Systems. Any such work undertaken by the claiming party, or any other party, shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

**IWS'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE CUSTOMER'S ORIGINAL PAYMENT MADE TO IWS FOR PRODUCT FURNISHED BY IWS ONLY. IN CONSIDERATION OF THIS LIMITED WARRANTY, IWS SHALL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN, OR INSTALLATION OF THE PRODUCTS, OR OTHER COMMERCIAL LOSS OR INJURY.**

This is the only warranty made in connection with the sale and distribution of IWS Products. No representative or any other person is authorized to make or makes any warranty, representation, or promise with respect to IWS Products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on IWS unless made in writing and signed by a duly authorized officer of IWS.

Laws along with building and safety codes governing the design and use of glazed windows, and other building products vary widely. IWS does not control the selection of product configurations, operating accessories, or glazing materials and assumes no responsibility for those decisions.

**For Warranty Information, please contact Integrated Window Systems at:**

Integrated Window Systems  
Phone: (800) 613-8148  
Fax: (515) 497-2046  
web: <http://www.iwstilt.com>