

LIMITED WARRANTY

Project Name &/or Address (if applicable): _____ Quaker Authorized Dealer: _____

Date: _____ Window Series/Type: _____ Address, City, State: _____

Quaker's Sales Order #: _____ Invoice #: _____ Phone #: _____ Customer Pur. Order #: _____

Paint Finish (Check One) AAMA-2603 AAMA-2604 (standard) AAMA-2605

THE CONDITIONS AND EXCLUSIONS OF QUAKER'S LIMITED WARRANTY ARE AS FOLLOWS:

Glass – 5 Year

Quaker warrants that under normal conditions, its factory installed insulated glass with Duralite spacers will be free from manufacturing defects for **five (5) years** from original date of purchase. Glass is warranted against stress cracks for **ninety (90) days** from original date of purchase. Laminated glass is warranted from manufacturing defects for **one (1) years** from original date of purchase. This limited warranty does not apply to special glazings .

Note regarding insulated glass containing argon gas fill:

Inert gas dissipates over time, and will dissipate at a more rapid pace when adding Capillary tubes to insulated glass. Quaker does not warrant the amount of inert gas present in insulated glass at any time after manufacture.

Simulated Divided Lites/Applied Grilles

Materials which are applied to the face of insulated glass for the purpose of simulating Divided Lites, are warranted from detaching from the glass surface for a period of **five (5) years** from original date of purchase.

Hardware

Window and door hardware (including non-electric operators, locks, lifts, balance systems, hinges, handles, rollers, insect screens, weatherstripping, and exterior trim) to be free from manufacturing defects for **five (5) years**. All other hardware not listed will be warranted to be free from manufacturing defects for **one (1) year**.

Painted Finish

Aluminum Product finish:

Anodized Finish: **three (3) years**
2604 Finish: **five (5) years**
2605 Finish: **fifteen (15) years**

Quaker warrants Aluminum exterior painted finishes from the date of invoice that they:

- Will not fade in color more than five (5) units as measured by Hunter L*a*b* Color Difference as set forth in ASTM D2244 Section 6.3
- Will exhibit gloss retention of a minimum of 30% of the original as measured in accordance with ASTM D523 using 60° readings
- Will not chalk in excess of standard number 8 ratings for colors, number 6 for whites as illustrated in the ASTM D64214 Test Method A
- Will not crack or peel in such a way as to significantly adversely affect the appearance of the surface to which the product has been applied and result in damage to the surface

Note: Certain high chroma shades of red, orange and yellow require a clear top coat to achieve the 5-year South Florida weathering durability according to AAMA 2604-05

Exclusions to warranty coverage:

Product damage or defects resulting from the following are excluded from the warranty coverage:

- Installation or use near high humidity areas (pools, saunas, hot tubs, etc.)
- Normal wear and tear; including fading and/or discoloration from normal use, age or sun exposure
- Failure to paint, treat or properly seal exposed wood within 30 days of invoice date
- Minor imperfections in the glass that do not affect the structural integrity of the glass or do not permanently and materially obstruct vision
- Scratches or other imperfections not readily observable beyond four feet away
- Installation into structures that do not allow for appropriate water/moisture drainage. This includes but is not limited to "Exterior Insulation & Finish Systems" (EIFS), a.k.a. "Synthetic stucco".
- Accidents, explosion, misuse, abuse, vandalism, building settling, war, terrorism, acts of third parties beyond Quaker's control, Acts of God including but not limited to fire, flooding, earthquakes, hurricanes and gale force winds..
- Failure to follow Quaker care and maintenance instructions located at www.quakerwindows.com
- Glass installed or transferred in elevations above 5,000 feet MSL without capillary tubes
- Product modifications not factory installed by Quaker Windows
- Damage caused by use of expanding spray foams applied around the perimeter of product during the installation process, resulting in product distortion and/or issues with product operation and performance.
- Failure to properly install exterior trims, panning, subsills, receptors
- Improper caulking used to seal frames or trim packages
- Improper installation, flashing, wall/project design/construction, storage, or handling, or structural failures of walls or foundations
- Field mulling, Field finishes
- Abnormal weather conditions, hail, exposure to excessive heat (in excess of 150° F), acid rain, salt water, condensation and any damage related to condensation unless due to insulated glass failure
- Damage caused by chemicals (brickwash, hydrochloric acid, muriatic acid), tapes or sealants
- Damage during handling, shipping, processing or installation
- Products that have not been paid in full.

Claim Notice

Within the warranty period, Quaker must be notified immediately, and in no case more than thirty (30) days for glass and one (1) year on all other items, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should be discovered. Any claims made after this time period will be excluded from Quaker's warranty coverage.

Condensation

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, mold, mildew, or fungus on product surfaces is not covered by the Residential Warranty.

Impact windows and doors:

Quaker's impact windows and doors have been designed to meet or exceed codes mandated by legislation for areas where high winds and wind-borne debris may occur. When properly installed according to Quaker's installation instructions, (located at www.quakerwindows.com), Quaker's impact series windows and doors have been tested and certified to meet the following recognized standards for areas where high winds and wind-borne debris are a factor.

- American Society of Testing and Materials (ASTM) – E1886 & E1996
- AAMA / WDMA / CSA 101/I.S.2/A440.08

Disclaimer

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. NO DEALER, EMPLOYEE, OR AGENT OF QUAKER, NOR ANY THIRD PARTY, MAY CREATE OR ASSUME ANY OTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY ON BEHALF OF QUAKER. ANY PRODUCT OR COMPONENT NOT SPECIFICALLY SUBJECT TO THIS LIMITED WARRANTY IS PROVIDED AS IS AND WITHOUT WARRANTY.

IT IS UNDERSTOOD AND AGREED THAT QUAKER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER/OWNER AND UNDER NO CIRCUMSTANCES SHALL QUAKER BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE PRICE PAID BY THE PURCHASER/OWNER FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING QUAKER'S LIABILITY. NO ACTION ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY THE PURCHASER/OWNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. 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.

QUAKER PROVIDES NO WARRANTY TO ANY PRODUCT SUBJECTED TO INAPPROPRIATE AND/OR UNTIMELY TEST MEASURES. SUCH MEASURES INCLUDE BUT ARE NOT LIMITED TO, THE USE OF AN UNACCREDITED TESTING LABORATORY, TESTING OF UNITS THAT EXCEED THE MAXIMUM TEST SIZE, INAPPROPRIATE CALIBRATION OF TESTING EQUIPMENT AND/OR UNTIMELY TESTING (AS DESCRIBED IN AAMA'S "VOLUNTARY SPECIFICATIONS FOR FIELD TESTING OF WINDOWS & GLASS DOORS").

ADVERTISED PERFORMANCE RATINGS ARE BASED ON INDIVIDUAL WINDOW TESTS. MULLED UNITS REQUIRE DIFFERENT AAMA TESTING PROCEDURES. PLEASE CONSULT QUAKER OR YOUR AAMA GUIDELINE BOOKLET FOR MORE INFORMATION.

THIS WARRANTY DOES NOT COVER DAMAGES ATTRIBUTABLE TO IMPROPER INSTALLATION, INADEQUATE MAINTENANCE, IMPROPER PRODUCT USE, AFTERMARKET PRODUCT MODIFICATIONS, NORMAL WEATHERING, HIGHLY CORROSIVE ENVIRONMENTS, DAMAGES CAUSED BY FIRE, ACCIDENT, FLOOD, ACTS OF GOD, MULTIPLE TROPICAL STORMS, HURRICANES OR TORNADOS, WATER INTRUSION CAUSED BY WIND-DRIVEN RAIN DUE TO HIGH WIND EVENTS, VANDALISM, BUILDING SETTLEMENT OR STRUCTURE FAILURES, OR OTHER OCCURRENCES BEYOND QUAKER'S CONTROL. QUAKER MAKES NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE PERFORMANCE OF

ITS PRODUCTS IN A TROPICAL STORM, HURRICANE, OR TORNADO. CERTAIN CONDITIONS MAY EXIST DURING A TROPICAL STORM, HURRICANE, OR TORNADO THAT EXCEEDS THESE REQUIREMENTS

IF ANY PART OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID AND ENFORCEABLE.

- Warranty applies to the original homeowner only
- Labor costs incurred because of any warranty claim are not covered by this warranty
- Quaker Window will not be responsible for installation or any refinishing work associated with a warranty claim.
- Quaker reserves the right to repair any defective product, replace defective materials, or refund the purchase price when honoring its limited warranty