STANDARD LIMITED COMMERCIAL WARRANTY



IMPORTANT NOTICE: Please read this entire Standard Limited Commercial Warranty, including the limitations of liability described below ("Limited Warranty") before purchasing or installing products from Quaker Window Products Co. ("Quaker"). By installing or using such products, you are acknowledging that this Limited Warranty is part of the terms of sale.

This Limited Warranty applies to QUAKER® products sold after June 1, 2024 for use in any structure other than a single-family residential dwelling, such as condominiums, rental properties, apartments, office buildings, schools, churches, and government buildings. This warranty is made solely to the owner of the property at the time such products are initially installed. All warranty periods described below begin on the date of substantial completion or six months after delivery to Quaker's customer, whichever occurs first, subject to the limitations and exclusions stated herein. This Limited Warranty is non-transferable and non-assignable.

In honoring this Limited Warranty for timely claims on covered items, Quaker reserves the right to choose whether to repair or replace any defective products or materials, or refund the purchase price. In the event that Quaker elects to repair or replace your products, the cost of associated labor is covered for **one (1) year**, after which Quaker is not responsible for labor or installation costs associated with a warranty claim, and may satisfy its warranty obligations by delivering replacement products to the dealer who sold such products. Such repair or replacement does not extend the duration of the Limited Warranty. For additional information, including installation instructions, and care and maintenance instructions, please visit WWW.quakerWindows.com.

#### Insulated Glass – 10 Years

Quaker warrants that under normal conditions, its factory installed insulated glass units are warranted against manufacturing defects for **ten (10) years**, except as otherwise stated below. Glass is warranted against stress cracks for **one (1) year**, except for modular buildings or pre-fabricated walls as stated below. Laminated glass is warranted against manufacturing defects for **one (1) year**. This limited warranty does not apply to special glazings. Scratches or other minor imperfections in the glass are not a defect if they do not affect the structural integrity of the glass and do not permanently and materially obstruct vision, or are considered acceptable imperfections publication.

Note regarding altitude: Products to be installed over 3,000 feet above sea level (ASL) are subject to maximum altitude limitations based on the dimensions of the glass, its thickness, and whether it is annealed or tempered. Contact Quaker for additional details. For insulated glass units installed over 3,500 feet ASL, a factory installed capillary tube must be properly utilized. Quaker provides no glass warranty if maximum altitude limitations are exceeded, or capillary tubes are not properly utilized. Note regarding insulated glass containing argon gas fill: Inert gas dissipates over time and will dissipate at a more rapid pace when Capillary tubes are added 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 (SDLs), are warranted against detaching from the glass surface for a period of **five (5) years**.

#### Laminates

Standard factory applied laminated interior surfaces are warranted against peeling, flaking, chipping, blistering and corrosion for a period of **ten (10) years**. Quaker reserves the right to provide replacement parts with comparable functionality, but products are NOT guaranteed to match the color of the original part or of other windows or doors in the premises. Alterations to the interior surface preclude warranty coverage. For vinyl products finished with TL-Renolit Exofol FX exterior laminating film wrap, Quaker warrants that such laminating film will resist color changes and delamination as warranted by the American RENOLIT Corporation for **ten (10) years**.

#### Vinyl

Quaker warrants that the vinyl frame and sash will not peel, rot, flake, blister, or corrode under ordinary conditions for **ten (10) years**. Warranty does not apply to units that have been improperly stored, painted following delivery, or altered from their original state by someone other than an authorized Quaker employee or agent.

# Wood Interior Finish

Quaker warrants that all factory-applied wood interior finish by Quaker is warranted for **one (1) year** against peeling, cracking, or checking. Standard factory-applied primer is not a finish coat.

# W600 Commercial Window Series – No Rot Warranty

For the W600 Commercial Window Series featuring OPTICORE® TECHNOLOGY, Quaker warrants that the interior wood cladding will not rot or decay due to moisture from the exterior side of the window, for **ten (10) years**, so long as the window has been properly maintained including checking and addressing any weatherstripping or hardware concerns. Rot or decay due to interior condensation is excluded.

# **Painted or Anodized Exterior Finish**

#### Aluminum finish:

Vinyl Painted finish: 615-05 Paint Finish: ten (10) years

Anodized Finish: five (5) years 2604 Paint Finish: ten (10) years 2605 Paint Finish: fifteen (15) years

Quaker warrants that within the above timeframes, its Aluminum exterior paint finishes:

- 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 .
- 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 rating 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 colors or finishes (i.e. micas, metallics, and high chroma shades of red, orange, blue and yellow) have shortened warranty periods or require a clear top coat to achieve the necessary performance requirements to qualify for full warranty coverage, or may cause light to reflect unevenly resulting in visual distortions known as a metallic flop phenomenon.

Note: Modifications to the exterior finish of QUAKER products may lead to other failures throughout the product, including frame damage, glass seal failure, hardware breakage, increased wind infiltration and lesser thermal performance. Any modifications to the exterior finish preclude warranty coverage. For vinyl products with factory-applied exterior paint, Quaker warrants that such paint finishes will be free from manufacturing defects resulting in cracking, peeling, chalking, delaminating, blistering, flaking and color fade (significant ultraviolet discoloration from natural environmental atmospheric conditions of greater than 6 Delta E in accordance with ASTM 2244) for **ten (10) years**.

#### Hardware

Window and door hardware (including non-electric operators, blinds/shades between glass, locks, lifts, balance systems, hinges, handles, rollers, insect screens, weatherstripping, and exterior trim) are warranted against manufacturing defects for **five (5) years**, if such hardware is returned to Quaker and confirmed as defective. All other hardware not listed is warranted for **one (1) year**.

# <u>Warp</u>

Quaker warrants its wood and vinyl doors against warping, bowing, cupping or twisting of greater than 1/4" for **ten (10) years**. It is not uncommon for a temporary warp condition to occur as wood adjusts to local humidity and temperature conditions, so Quaker may defer action on such warranty claims for up to one (1) year. Doors greater than 7 feet (84 inches) tall without factory installed multi-point locking hardware are not warranted against warping or performance.

# Exclusions to warranty coverage

The following items, including any resulting damage or injury or defect, are excluded from warranty coverage:

- Installation or use near high humidity areas (pools, saunas, hot tubs, etc.) or in homes with excessive humidity.
- Condensation, unless due to insulated glass failure.
- 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 installation.
- Installation into structures that do not allow for appropriate water/moisture drainage, such as "Exterior Insulation & Finish Systems" (EIFS), a.k.a. "Synthetic stucco" without an effective drainage system.
- Accidents, fire, explosion, misuse, abuse, vandalism, building settling, war, terrorism, acts of third parties beyond Quaker's control, or Acts of God including but not limited to fire, flooding, earthquakes, hurricanes and gale force winds.
- Failure to follow Quaker's care and maintenance instructions.
- Field mulling, field finishes, product modifications, or glazing not factory installed.
- Use of expanding spray foams applied around the perimeter of product during the installation process, unless applied consistent with AAMA 812-04.
- Deficiencies in wall or project design or construction, use of dissimilar metals, or structural failures.
- Improper storage or handling, or exposure to excessive heat (in excess of 150° F).
- Failure to properly install flashing, exterior trims, panning, subsills, or receptors. If liquid applied flashing or fluid applied weather barrier is utilized during installation, the installer must follow the instructions from the manufacturer of such product during its application to both the rough opening and also the area surrounding each window or door once installed, and must not utilize products or methods that are incompatible with QUAKER products or sealants or installation guidelines.
- Improper installation of doors or windows, including failure to follow Quaker's installation
  instructions, industry standards, and/or sound construction practices. For example, the interior side
  of QUAKER windows and doors must not be exposed to precipitation, and a minimum of ¼" must be
  maintained (and properly sealed) between the window or door frame and the exterior finish
  materials.
- Failure to properly apply caulk or sealant. For example, certain QUAKER products include a nailing fin or flange that is not designed to prevent water intrusion, and must be properly sealed during installation.
- Water or air infiltration that is not the result of a product defect.
- Exposure to abnormal weather conditions, including hail, acid rain, tropical storm, or hurricane. In coastal environments, there is greater than normal risk of corrosion or deterioration, which shall not be Quaker's responsibility, except for manufacturing defects causing abnormal corrosion or deterioration beyond what is expected for a coastal environment based on the products selected

and proper maintenance.

- Damage or SDL detachment caused by the use of harsh chemicals (such as brickwash, bleach, alcohol, hydrochloric acid, or muriatic acid), or improper use of tapes or sealants. Do not use any cleaning agent other than a mild, non-abrasive window washing solution or glass cleaner applied in accordance with any product labeling instructions and Quaker's care and maintenance instructions.
- Damage during handling, shipping, processing or installation. Specifically, QUAKER window and door
  units must be kept in an upright / vertical position, and may be damaged by laying in a flat or
  horizontal position.
- For window and door units pre-installed into modular buildings or rectangular structures before the structure is transported and delivered to the site of intended use, any claims of glass breakage, stress cracks, leakage, or seal failures must be documented by photographs taken prior to such transportation, and no warranty coverage is provided for such claims arising during or after such transportation.
- For pre-fabricated wall panels, such panels must be erected and installed before QUAKER window and door units are installed and incorporated into the building envelope.
- Application of after-market window films to glass surfaces.
- Products that have not been paid for in full.
- Any field testing conducted without meeting the following requirements. Quaker is not responsible for the cost of any field testing unless such testing is specifically agreed upon, commercially reasonable, and within applicable specifications. Any initial field testing shall be performed within thirty (30) days of installation, as soon as practical after installation has begun and before a substantial portion of the project is completed, using properly calibrated testing equipment and accounting for units that exceed the maximum test size, consistent with AAMA 502-21. If the exterior façade is not completed at the time of testing, then such testing must isolate the windows or doors from the surrounding building envelope. Any field tests must be conducted by a certified testing organization recognized by AAMA, at no more than 2/3 test pressure as compared to the product rating, in accordance with AAMA 502-21 (if within 30 days after installation) or AAMA 511-08 (if afterward) unless otherwise agreed, after giving Quaker reasonable notice (2 weeks prior) and the opportunity to participate in such testing. Such testing must exclude any louver system, blank off panels, and PTAC components. For any test failure believed to be caused by a manufacturing defect, Quaker must be given a reasonable opportunity to evaluate the concern and develop a remedial solution, and such failure by itself does not justify nonpayment or the removal and replacement of such products.
- Labor costs associated with gaining access to QWP products, such as exterior obstacles or interior finishes, sheetrock, casing, or other materials that must be removed in order to reasonably access QUAKER products to perform warranty repair services.

#### **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 this Limited Warranty.

# **Insect Screens**

Insect screens are intended to impede intrusion by insects and are not intended to keep persons or animals in or out. Screens are not designed to prevent falls.



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#### **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 <u>DISCLAIMED</u>. IN THE EVENT THAT SUCH EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES IS NOT EFFECTIVE, THE DURATION OF ANY SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN. NO DEALER, EMPLOYEE, OR AGENT OF QUAKER, NOR ANY THIRD PARTY, MAY CREATE OR ASSUME ANY OTHER LIABILITY, OBLIGATION, OR REPONSIBILITY 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 (SUCH AS THE COST OF REPAIRING OR **REPLACING OTHER PROPERTY CLAIMED TO BE DAMAGED).** NO ACTION ARISING OUT OF THE TRANSACTION MAY BE BROUGHT BY THE PURCHASER/OWNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. SOME STATES DO NO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY SFROM STATE TO STATE. ADVERTISED PERFORMANCE RATINGS ARE BASED ON INDIVIDUAL WINDOW TESTS. MULLED UNITS REQUIRE DIFFERENT AAMA TESTING PROCEDURES PER AAMA 450-10. PLEASE CONSULT QUAKER OR YOUR AAMA GUIDELINE BOOKLET FOR MORE INFORMATION. IF ANY PART OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID AND ENFORCEABLE.

# **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 have been discovered. Any claims made after this time period will be excluded from Quaker's warranty coverage. Quaker may require that warranty claims be made in writing and include the original purchaser's name, address, date of purchase, retailer / dealer from which the product was purchased, and/or information from a product label or stamp. Quaker may charge a fee for on-site product inspections that reveal no product defects. Quaker may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Doing so in any particular instance shall not constitute a waiver of Quaker's right to strictly enforce the express language of this Limited Warranty at a later time or in any other circumstances.

Warranty claims and inquiries may be made through Quaker's website (<u>www.quakerwindows.com</u>), by phone (800-347-0438), or by mail to: Quaker Windows & Doors, Attn: Warranty / Service Department, P.O. Box 128, Freeburg, MO 65035.

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