

Sierra Pacific Windows Limited Warranty



This Limited Warranty is effective for Sierra Pacific Products manufactured on or after April 1, 2006 and installed in the continental United States and Canada, subject to the stated conditions and limitations. Any previous warranties will continue to apply to products manufactured by Sierra Pacific prior to this date. For additional information, including care and maintenance instructions, installation instructions and previous warranties, refer to www.sierrapacificwindows.com or contact your local Service Center at 1-800-824-7744.

Insulated Glass - 20 Year Limited Warranty

Sierra Pacific Windows (SPI), as manufacturer, warrants the insulated glass supplied in its window and door products against failure of the air seal due to defects in materials or workmanship for a period of twenty (20) years from the date of manufacture. This warranty does not include cracked or broken glass or damage to the product resulting from accident, abusive handling, misuse, or shattering due to heat buildup. This warranty does not include any insulated units that exceed 50 square feet in overall size. Should there be a failure of the air seal within the first twenty (20) years of the warranty period, SPI will deliver to the place of product installation either a replacement of insulated glass or sash glazed with insulated glass or will refund the purchase price, at SPI's discretion. Within a period of two (2) years from the date of manufacture, SPI will replace defective insulated glass at no charge or will refund the purchase price, at SPI's discretion. SPI shall not be responsible for repainting or refinishing involved in the replacement of glass.

After two (2) years from the date of manufacture through the end of the warranty period, SPI will replace defective insulated glass or will refund the purchase price, at SPI's discretion. SPI shall not be responsible for the cost and arrangement of installation, repainting, refinishing or similar activities involved in the replacement of glass.

Wood Components, Hardware, Weather-stripping and Screens - 10 Year Limited Warranty

SPI warrants for a period of ten (10) years from the date of manufacture, that the wood components, hardware, weather-stripping and screens which accompany its products (the "Components") will be free from defects in workmanship or materials which might unreasonably affect the product's normal functioning. Within a period of two (2) years from the date of manufacture, SPI will repair or replace any Components that are defective as to workmanship or materials at no charge, or will refund the purchase price, at SPI's discretion. SPI shall not be responsible for re-painting, refinishing or similar activities connected with the repair or replacement of any Component.

After two (2) years from the date of manufacture through the end of the warranty period, SPI will repair or replace any Components that are defective as to workmanship or materials at no charge, or will refund the purchase price, at SPI's discretion. SPI shall not be responsible for the cost and arrangement of installation, repainting, refinishing or similar activities involved in the repair or replacement of any Component.

This warranty shall be null and void if the customer fails to properly finish, care for and protect all wood items against moisture and excessive dryness and ensure that all surfaces, interior and exterior, top and bottom, are thoroughly painted, varnished or sealed by accepted industry finishing standards. This warranty shall not apply to any weather-stripping, vinyls or plastics to which any paints, varnishes or stains have been applied.

Metal Clad Warranty - 10 Year Limited Warranty

SPI will provide a limited ten (10) year warranty on the coating on the metal cladding against cracking, checking or peeling due to adhesion loss. In addition, the coating is warranted for ten (10) years against chalking in excess of a number eight (8) rating based on ASTM D 4214-98 and against color change of more than five (5) Delta E units in accordance with ASTM D 2244-93. Within a period of two (2) years from the date of manufacture, SPI will repair or replace the defective metal cladding at no charge, or will refund the purchase price, at SPI's discretion.

After two (2) years from the date of manufacture through the end of the warranty period, SPI will repair or replace the defective metal cladding, or will refund the purchase price, at SPI's discretion. SPI shall not be responsible for the cost and coordination of installation associated with the repair or replacement of the defective metal cladding. On any replacement parts where new wood is a component, SPI shall not be responsible for repainting, refinishing or similar activities connected with such replacement. This warranty excludes minute fracturing that may occur in proper fabrication procedures.

Warranty Conditions, Exclusions and Limitations.

This warranty is limited to defects in workmanship and materials and expressly excludes damage or defects caused by or arising from:

- · On-site damage occurring during construction due to vandalism, acts of nature or any other cause beyond SPI's control.
- · Improper handling or installation by the builder or consumer and/or failure of the builder or consumer to follow manufacturer's instructions.
- Normal wear and tear, and natural weathering of surfaces.
- Prolonged exposure to weather in the unfinished and/or primed state.
- Naturally occurring corrosion or tarnishing of hardware finishes.
- · Installation of the window or door in its opening in a manner which is not plumb, square and true and adequately shimmed on all sides.
- Improper installation not in conformance with Sierra Pacific installation instructions: operational problems and problems related to water and/or air infiltration/leaking as a result of improper installation or flaws in building design or construction.
- Strain which is applied to the unit by movement of the building or where provisions have not been made in accordance with sound industry practices for adequate expansion or contraction of framing members.
- Products subjected to conditions exceeding their design size and/or design pressure limitations.
- Doors with ADA compliant sills, special hardware or no hardware.
- Windows with special hardware or no hardware.
- Variations in the color, grain and texture of wood products.
- Wood cellular structure failure for wood Components and any Components that come in direct contact with soil. Note: superficial mold/mildew does not
 indicate wood cellular structure failure.
- Improper finishing and/or maintenance of wood Components.
- Warping in door panels unless it exceeds 1/4" in the plane of the panel itself for doors up to 3'-6" x 7'-0" and/or 3/8" for doors over 3'-6" x 7'-0". This does not refer to the relation of the door panel to the frame or jamb in which it is hung. Action on any claim for warpage may be deferred for a period of time up to 12 months at SPI's option to permit conditioning of the door to humidity and temperature ranges at the jobsite.

Minor glass imperfections that do not affect normal vision or product performance per the guidelines established by ASTM C 1036-01.

- Glass breakage, failure due to misuse or abuse, and damage caused by failure to properly finish and provide maintenance, by alteration or modification to the window (e.g. customer applied tints or films, paint finishes, security systems), or as a result of any cause beyond the control of Sierra Pacific (e.g. vandalism, fire, flood, earthquake, other acts of nature).
- Condensation, surface fogging or frost on exposed surfaces of windows or doors and any related water damage which may occur as the natural result of humidity within the structure or changes in interior/exterior temperatures. (Note: most condensation problems are related to excessive humidity levels in a structure; contact a heating/air conditioning specialist for help).
- Finish failures or corrosion of aluminum cladding or damage to other Components caused by chemicals or environmental conditions including but not limited to air pollutants, acid rain, chlorine, brickwash and salt spray.
- · Corrosion, wear or failure of standard hardware or aluminum cladding in a seacoast or corrosive environment.
- "Chalking" of the clad finish is not a defect unless it exceeds a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D 4214-98. Fading or changing in color of the "clad finish" is not a defect unless it exceeds five (5) E units (NBS), calculated in accordance with ASTM D 2244-93, paragraph 6.3. Color change shall be measured on an exposed "clad finish" that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed "clad finish." Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. If the above ASTM standards change, the standards in effect at the time of purchase apply.
- Products purchased through SPI Windows that are manufactured by a third party (e.g. vinyl windows, skylites, custom hardware) are not covered under the
 terms of this warranty. Refer to product manufacturer's warranty for terms of coverage.

NOTE: The performance of paint and/or Components may vary based on installation in environments of heavy salt spray, air pollutants, acid rain or other corrosive substances, as well as based on elevation, orientation, altitude and other atmospheric conditions. Normal, regular maintenance of the product is required to maintain the appearance and to extend the finish life.

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 in areas of industrial or caustic atmospheres, to prevent the accumulation of concentrated salt or caustic chemical deposits.

Products in these locations should be cleaned with mild detergent soap and water. This should be done every 3 months as a minimum, and more frequently if necessary, to minimize the build-up of salt or corrosive residue. Any chips or scratches must be repaired immediately and not left exposed to the elements.

Consult the Sierra Pacific Windows Owner Manual for cleaning details.

Units subject to the detrimental effects of air pollutants or chemical or caustic washes will not be covered by the terms of this Warranty.

Allocation of Risks of SPI Product Performance. Because some water infiltration must be anticipated in all construction, it is imperative that the wall system be designed and constructed to properly manage moisture. SPI is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install SPI products in accordance with SPI Installation Instructions; or the use of SPI products in systems, such as barrier wall systems, unless proper management of moisture within the wall system is not orporated within the design of the system. The determination of the suitability of all building components, including the use of SPI products, as well as the design and installation of flashing and sealing systems, are the responsibility of the buyer, owner, architect, contractor, installer, or other construction professional and are not the responsibility of SPI. All risks related to building design and construction, fitness of SPI product for a particular purpose, or the maintenance, installation, and use of SPI products shall be assumed by the buyer and/or owner in conjunction with the architect, contractor, installer, or other construction professional.

This Warranty sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified herein. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and of fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. In the event state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim hereon shall be the same as, that provided in the express warranty stated herein.

SPI does not warrant, expressly or impliedly, any special product or item that is manufactured according to specifications supplied by the consumer.

The warranty on any replacement product will extend for the balance of the original warranty period.

All warranty claims must be made within the applicable warranty period. SPI is giving you an express Limited Warranty. SPI cannot and shall not be liable to you for any other express or implied warranties provided by distributors, dealers, salespersons or any other representatives of SPI whether written or oral. Your exclusive remedy shall be repair, replacement or refund as stated in this warranty. SPI, in its sole discretion, may choose to repair the product as an option to replacement in full satisfaction of its warranty obligation.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of implied warranties, so the limitations or exclusions set forth above may not apply to you. Should an implied warranty of merchantability or fitness for a particular purpose apply to you, those warranties are limited in time to the duration of this warranty. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Claim Procedure

To initiate a claim action under this Limited Warranty, contact the SPI Territory Manager who sold you the products. In the event this person is unknown, please contact:

Your local Service Center at 1-800-824-7744, or Sierra Pacific Windows Customer Service Manager PO Box 8489 Red Bluff, CA 96080 www.sierrapacificwindows.com

You will be required to provide the following information: (a) your name, address and telephone number; (b) description of product for which claim is made; (c) proof of date of purchase (invoice); (d) name of SPI sales representative (if known); and (e) nature of product failure and any further pertinent information. SPI may charge a fee for on-site product inspections. However, the fee will be fully refunded if the product is found to contain a defect covered by this warranty.

Limited Warranty (as defined by Magnuson-Moss Warranty-Federal Trade Commission Improvement Act)