



EXPRESS LIMITED WARRANTY

Thank you for choosing Weiland products. This Express Limited Warranty (hereinafter referred to as Express Limited Warranty or Warranty) applies to the customer and original end user only on Product purchased and installed (hereinafter referred to as Customer).

WARRANTY CONDITIONS

THIS EXPRESS LIMITED WARRANTY SET FORTH BY WEILAND SLIDING DOORS AND WINDOWS, INC. (hereinafter referred to as Weiland and/or Seller) IN THIS DOCUMENT IS THE ONLY EXPRESS WARRANTY APPLICABLE TO THESE PRODUCTS, AND NO ONE IS AUTHORIZED TO MODIFY OR EXPAND THIS EXPRESS LIMITED WARRANTY. THE ABSOLUTE LIMIT OF WEILAND'S LIABILITY IS THE PURCHASE PRICE OF THE PRODUCT.

THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS EXPRESS LIMITED WARRANTY. THERE ARE NO OTHER EXPRESS WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE SOLD AS IS WITHIN THE WARRANTIES PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY ONLY. THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY. ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL OTHER CLAIMED WARRANTIES IS EXCLUDED TO THE EXTENT EXCLUSION IS PERMITTED BY LAW.

Weiland at its option, may 1) repair the defective component at no cost to you for the first year (repair parts will be provided free of charge for the applicable warranty period, and there will be a charge for labor only after the first year), 2) provide replacement component(s) for any defective components free of charge, with the same or equivalent product or components during the warranty period, Weiland will deliver the replacement components to the retailer where the product was purchased and the Customer will be responsible for the arrangement and cost of installation, or 3) refund the Customer's purchase price of the Product at the time of the original purchase. In no event shall Weiland be liable for more than the purchase price of the Product. Weiland is not responsible for any costs related to job site conditions (i.e. cranes, forklifts etc).

Seller expressly warrants and guarantees that Product furnished under the Purchase Agreement Contract will be free from defects in workmanship, materials or fabrication unless defects or failures result from acts of God, unreasonable or improper use, improper maintenance, or improper handling.

The Product is of a nature that the materials are never flawless and the natural imperfections of the wood, aluminum and glass materials will vary within reasonable tolerances that are standard in the industry. Similarly the paint, finish or anodization selected will vary with the material on which it is applied and those surfaces exposed to weather and sunlight will change in appearance over time.

Regardless of finishing and maintenance, improper installation that prevents appropriate weather stripping (gasket) contact will cause damage and will not be covered by Warranty. Proper maintenance and frequency of such is dependent on the exposure and must be performed as often as necessary.

Weiland shall not be responsible, obligated or liable for any injury or damage resulting from the improper application or use of its Products beyond the ordinary purpose for which the Products are to be used, either simply or in combination with other products. Weiland reserves the right to change or improve the design of any of its Product without assuming any obligation to modify any Product previously manufactured. Weiland will not be responsible for damages as a result of inadequate structural engineering and/or improper installation including non-vertical, upside down, on the side, out of square and out of plumb and installation in structures lacking adequate moisture drainage or moisture management.



On products furnished by Weiland, but produced or manufactured by others such as electric operators and other motorized accessories, the written warranty of the manufacturer, if any, will be assigned to Customer if assignment is reasonably practical. However, Weiland does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. No other warranty is provided.

Glass

The Customer specifies glass on all projects. Glass has been inspected to ASTM industry standards and is not intended to be flawless. Minor imperfections that do not impair the structural integrity or obscure normal vision, including minor scratches, distortions and blemishes are not considered defects and are excluded from this Warranty. Heat treated glass may create subtle roller waves which could distort images. This distortion may be exaggerated when glazed into insulated units or a laminated interlayer. These distortions are excluded from this warranty. Glass warranties apply only to glass installed by Weiland or a Weiland representative. Weiland does not cover or warranty broken glass or any failures due to glass or glazing issues on units purchased open for glass or glazed by others. Glass that results in panels exceeding weights described under the Hardware Warranty voids any hardware related warranties.

Should there be a failure within the warranty period Weiland will deliver FOB curbside to the place of original delivery a new glass unit free of charge. This Warranty shall not provide for additional moving of the glass at the job site or re-glazing of the panel. Replacement of glass at a later date may result in slight variations in color as glass manufacturers improve or change coating processes, such variations are not considered defects. Weiland shall not at any time be responsible for repainting, refinishing or other costs associated with the replacement of the glass.

Cardinal Insulated Glass (IG) units are warrantied against seal failure:

Dual IG units < 60 sq feet	20 years
Dual IG units > 60 sq feet	10 years
Triple IG units < 40 sq feet	20 years
Triple IG units > 40 sq feet	10 years
IG Lami units < 40 sq feet	20 years
IG Lami units > 40 sq feet	10 years

Other IG units are warrantied against seal failure for a period of 10 years and are limited to 80 sq feet.

Gas filled units: The glass manufacturer injects argon or other gas at the time of production. Seller makes no warranty as to the amount or percentage of gas present in the insulated glass. It is known that gas within insulated glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation. Weiland makes no warranty regarding the rate of dissipation of gas or the amount remaining in the window or door at any time after manufacture.

Specialty glass, including but not limited to radius and laminated glass, carry different warranties. Unless specified in contract documents, specialty glass is sold as is. Specialty glass specified by Customer from certain glass manufacturers may be warrantied only by that glass manufacturer and not by Weiland.

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 Express Limited Warranty.

Coatings

Aluminum Products finished with Kynar are warrantied to be free from manufacturing defects that result in abnormal corrosion or deterioration of the finish for twenty (20) years from date of delivery (job site address required) and Anodized finishes are warrantied for five (5) years. Abnormal corrosion means corrosion beyond what is normal for an ocean coastline environment. Salt water or marine environments can be extremely corrosive. In order for this Warranty to be relied upon, a proper cleaning and maintenance schedule must be followed, as detailed on the attached Buyer's Duties, Preparation and Care Obligations. Other specialty finishes are provided with the same warranties, limitations and exclusions Weiland receives from its finishers.

Hardware



This Warranty provides for hardware including any faulty gears, rollers, latches, handles, guides, and strikes for a period of ten (10) years from the delivery date. This Warranty is limited to repair, replacement or reimbursement at Seller's discretion, excluding labor. Liftslide gears and wheels are warranted for (15) fifteen years. Brushes, gaskets and bumpers have a (1) one year warranty from date of delivery.

Excluded from this Hardware Warranty are problems related to finishes, glass, damage due to misuse or abuse (see Buyer's Duties, Preparation and Care Obligations), gaskets, brushes, broken glass, improper installation, fire or acts of God, failure caused by corrosion, and labor to remove component or product or for the installation of the replacement. The liftslide Hardware Warranty applies to oversized panels up to 1,100 lbs. Panels exceeding these limits have no Warranty.

Millwork

Unless otherwise noted, Weiland warrants all door and window millwork components for a period of two (2) years from the delivery date. In order for this Warranty to be relied upon, proper handling, finishing, storage and protection of the Product from moisture and excessive heat must be followed as detailed in the attached Buyer's Duties, Preparation and Care Obligations. Weiland warrants all door and window millwork to be of high quality workmanship and materials. Natural variations in color or texture of woods are not defects. Warranty does not cover loss or damage caused by, resulting from or arising out of infestation by insects. All millwork should be inspected in full upon arrival and before installation and finishing.

Wood products are not finish sanded nor pre-finished and, if not properly or timely finished and/or maintained, could swell, shrink and have finish distortions that prevent proper operation. This Warranty shall be null and void if the Customer fails to have a top quality finish applied to the exterior and interior surface of all bare wood immediately following delivery, fails to care for and protect all wood items against moisture and excessive dryness, ensuring that all surfaces, interior and exterior, top and bottom, are thoroughly painted, varnished or sealed by accepted industry finishing standards as well as failing to prevent exposure to weather and excessive heat in the unfinished and/or primed state. Excluded from this Warranty are any costs or charges incurred for re-finishing, re-painting, or re-installation of replaced product.

For warpage issues, a bow, twist, and warp shall not be considered defects unless in excess of ¼" in the plane of the door. Action on claims for bow, twist, or warp may be deferred at Weiland's option for a period not to exceed (12) twelve months after installation to permit the door in question to acclimate to temperature and humidity conditions.

Replacement Parts and Labor

Replacement parts and labor by Weiland's staff or representatives are warranted for ninety (90) days or the balance of the existing Warranty, whichever is greater.

Compliance and Installation Requirements to Applicable Codes & Regulations

Regulations governing the use of glazed doors and windows vary widely. It is the responsibility of the Customer and/or building owner, architect, contractor and/or installer to insure that the products selected conform to the applicable local codes, regulations, plans and specifications. Weiland assumes no obligation whatsoever for failure of the building owner, architect, contractor and/or installer to comply with all applicable laws, ordinances, safety and building codes, plans and specifications. Weiland shall not be responsible for its products installed out of compliance with applicable codes, regulations, plans and specifications.

Typical installation methods may not be applicable in all situations. It is the responsibility of the Customer and/or building owner, architect, contractor and/or installer to check the applicable codes, regulations, plans, specifications and standards of the industry to ensure proper product installation.

Proper performance requires proper installation of the door or window system. It is the Customer's responsibility to determine the severity of exposure to weather and to determine whether or not a drainage system is necessary at the threshold. Weiland cannot assume any responsibility for failure to appropriately select or properly install such drainage system.



References to Product test reports and certifications are the result of third party test companies and certification agencies. Tests are conducted in controlled environments in accordance with industry standards. Test results indicated in published test reports are not warranties of performance in the field. Reference to a rating or certification is assurance that Product has been manufactured in the same manner as that tested. Field tests and actual performance may vary based on site conditions, installation methods and exposure to weather. While the same or similar materials and manufacturing methods are used, not all Product, sizes or configurations have been tested. Individual components of Product used in various tests may be referenced as such elsewhere but unless specific ratings or certifications are included in Contract documents, no representation of tested or certified Product is being made.

Freight and Shipping

All orders are FOB factory. Freight damage claims must be made at point of delivery. Recipient must inspect product and have driver/carrier sign to any visible damage for bill of lading, or no valid claim will exist. Recipient is responsible for providing appropriate staff and equipment necessary to safely unload product. Shipment dates are approximate and shall not be deemed to represent a fixed or guaranteed delivery date. Weiland shall not be responsible for any penalties, damages or labor charges resulting from delayed shipments or our inability to ship by the scheduled date.

Warranty Disclaimer

This Warranty does not cover any failures due to accident, misuse, abuse, alteration, faulty building construction or exposure to the elements without proper finishing. This Warranty does not cover failures due to improper handling, storage, installation, maintenance or service. Also excluded from this Warranty are failures resulting from use in swimming pool and other high humidity areas without adequate ventilation and humidity control or subjection to stress from movement of structure.

Additional Terms & Conditions

By acceptance of the Contract, Customer agrees to any and all of Weiland's standard terms and conditions including all specifically noted by Weiland on this document. Weiland cannot accept any responsibility for the structural suitability of any product that we furnish based on specifications that are provided to us by others. Any modifications made to our Products will void and nullify this Warranty. The Customer agrees that the title to the merchandise listed herewith shall remain Weiland's until the entire purchase price has been paid. Customer agrees to permit removal of said merchandise with or without process of law upon any default by purchaser, and to pay any and all expenses for collection or removal of said merchandise including reasonable attorney's fees. Customer agrees that he has read and understood all terms and conditions of the Contract and is a valid and authorized representative of the end user and has communicated all such terms and conditions to end user and any other appropriate parties.