

LIMITED WARRANTIES - TERMS AND CONDITIONS

This document applies to the following separate, limited warranties (each a “Limited Warranty” or collectively the “Limited Warranties”) as to the Window Products, Insulated Glass, and Exterior Painted Aluminum Surfaces:

Window Products – Limited Warranty

EXPI-DOOR® Systems Inc. (“EXPI-DOOR”) warrants to the initial purchaser of any window product provided by EXPI-DOOR (each a “Window Product”) that such Window Product will be free from material defects in quality and workmanship which impair the product’s performance for a period of two (2) years from the date of purchase.

Insulated Glass – Limited Warranty

EXPI-DOOR warrants to the initial purchaser of any insulated glass in any Window Product (“Insulated Glass”) that such Insulated Glass shall be free from material obstruction of vision as a result of dust or film formation on the internal Insulated Glass surfaces caused by failure of the hermetic seal resulting from material defects in materials or workmanship for a period of ten (10) years from the date of purchase.

Exterior Painted Aluminum Surfaces – Limited Warranty

EXPI-DOOR warrants to the initial purchaser of any Window Product that the paint on the exterior aluminum cladding of any such Window Product will not flake, crack, or peel for a period of ten (10) years from the date of manufacture of the window, under normal conditions and subject to normal wear and tear.

General Statements

The following general statements apply to all Limited Warranties and other statements in this document:

- Any Limited Warranty applies only to the original purchaser of the applicable product from EXPI-DOOR (the “Original Purchaser”).
- The Original Purchaser must supply proof of purchase to EXPI-DOOR with any warranty claim.
- All warranties provided by component manufacturers to EXPI-DOOR, if any, are hereby assigned by EXPI-DOOR to the Original Purchaser, to the extent permitted by such component manufacturer’s warranty.
- If a warranty claim arises during the applicable warranted period for any of the Limited Warranties set forth herein, Original Purchaser’s sole and exclusive remedy is that EXPI-DOOR will, at the sole election of EXPI-DOOR:
 - Repair the defective product;
 - Replace the defective product;
 - Re-perform defective services; or
 - Refund the purchase price for the defective product.

THE REPAIR, REPLACEMENT, RE-PERFORMANCE, OR REFUND AT EXPI-DOOR’S ELECTION AS DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL CLAIMS PRESENTED UNDER ANY OF THE LIMITED WARRANTIES.

If EXPI-DOOR elects to provide replacement product as a remedy for a defective product, the replacement product may be the current version or nearest equivalent product being manufactured by EXPI-DOOR at that time. EXPI-DOOR will not be responsible for any costs of shipping, handling, installation, removal, re-installation, labor, finish painting, or other incidentals related to the new or the defective product.

- The Limited Warranties shall be void and of no effect based on or in the event of:
 - Improper installation, improper maintenance, or misuse;
 - Use or installation in a structure not used for either commercial purposes or multi-family dwelling of five stories or less;
 - Condensation, frost or mold caused by excess humidity;
 - Chips or other breakage, stress cracks, or slope glazing;
 - Installation or use in mobile vehicles, mobile homes, or commercial refrigeration;
 - Structural defects or settling of the structure in which the product is placed;
 - Corrosion or any finish failures of aluminum cladding or all-aluminum frame components due to environmental conditions such as salt spray, acid rain or other corrosive substances;
 - Applications or use in seacoast areas resulting in corrosion or similar damage;
 - Conditions or use exceeding design standards;
 - Natural disasters or casualty losses, including, without limitation, fire, flood, hurricane, typhoon, tornado, or other natural disasters or casualty losses;
 - Installation in a face barrier system or exterior insulation finish system using stucco, or synthetic stucco;
 - Glass breakage or seal failure at locations above 3,500 feet above sea level, if product is not ordered with a breather or capillary tube system;
 - Prolonged or excessive exposure to moisture or ground;
 - Installation or use in sauna, swimming pool or hot tub rooms or other rooms with high humidity conditions;
 - Application of after-market tints, films or coatings applied to glass surfaces;
 - Variance of color, grain or texture of wood, and normal wear or discoloration of interior or exterior finishes;
 - Cracked or broken glass or damage to product resulting from an accident, abuse, misuse, on-site construction, location at or adjacent to airports, alteration of any product, shattering due to heat build-up, or any cause beyond the control of EXPI-DOOR;
 - Damage caused by power washing, brick washing, acidic washing, or application or exposure to any chemicals, chemical fumes, or harsh or corrosive substance or environments (including, but not limited to, salt spray, airborne pollutants, mortar, mortar cleaner or alkali hydroxides);
 - Improper painting, staining, or field finishing maintenance of wood surfaces;
 - Failure to apply a good quality coating system to bare wood surfaces within 30 days after purchase;
 - Installation of products in applications or environmental conditions above certified performance levels or exceeding design standards.
- IN NO EVENT SHALL EXPI-DOOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, COSTS OF SHIPPING, HANDLING, INSTALLATION, REMOVAL, RE-INSTALLATION, FINISH PAINTING, OR OTHERWISE. IN NO EVENT SHALL THE AMOUNT DUE HEREUNDER BE IN EXCESS OF THE DEFECTIVE UNITS PURCHASE PRICE, WHETHER THE CLAIM IS FOR BREACH OF WARRANTY OR NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATIONS OF INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSSES, OR A CAP ON RECOVERY, SO THIS LIMITATION MAY NOT APPLY TO YOU.
- TO THE MAXIMUM EXTENT ALLOWED BY THE LAW, THE LIMITED WARRANTIES AS EXPRESSLY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY CLAIMS

If you wish to make a warranty claim under any of the Limited Warranties herein, you must contact EXPI-DOOR at the following address, providing the proof of purchase, specifying the building address the allegedly defective product is located, and a reasonably detailed description of the alleged defect:

EXPI-DOOR® Systems Inc.

Attention: Warranty Claims
3146 Yeager Drive
Green Bay, WI. 54311
Phone: 920.393.4028

Any claims under any Limited Warranty must be made in writing to EXPI-DOOR at the above address within thirty (30) days of discovery of the issue giving rise to the claim and must relate to claims arising during the applicable warranty period.

If EXPI-DOOR determines in its sole discretion that an investigation of any warranty claim under any Limited Warranty is necessary, you must allow access to a representative of EXPI-DOOR to view the property and the product specified in the claim, including the taking of photographs and gathering samples.