

# **euro-Wall** Euro-Wall Limited Warranty

This express limited warranty is effective for door and window products manufactured by Euro-Wall Systems LLC since January 1, 2012 and extends to all original end users and is not transferable.

# **Warranty Coverage**

Subject to the conditions, exclusions and limitations of this limited warranty, we warrant our glass and components below will be free from defects in materials and workmanship which would render the product unserviceable or unfit for ordinary recommended use from the date of shipment for the following time periods:

#### Glass

We warrant insulated glass against failure of the air seal and that each unit will be free from material obstruction of vision as a result of fogging or film formation on the internal surfaces. We warrant laminated glass against delamination resulting in materially obstructed vision through the laminated glass. All glass is warranted for a period of ten (10) years as a pass through warranty from the glass manufacturer of record.

### **Component Finishes**

Euro-Wall Systems LLC standard aluminum paint finish is warranted for a period of ten (10) years against defects resulting in cracking, peeling and other loss of adhesion. Optional and Custom color paint finishes are warranted for a period of ten (10) years unless in coastal environments (within three (3) miles of a sea coast or salt water, which will be warranted for a period of one (1) year). Anodized finishes are warranted for a period of three (3) years unless in coastal environment (within three (3) miles of a sea coast or salt water which will be warranted for a period of one (1) year).

# **Hardware and Components**

Stacking, Sliding, Pivot and Folding door systems and swing door carriers, pivots, surface mounted locks and hinges will be warranted for a period of ten (10) years. Multipoint and locking mechanisms will be warranted for a period of five (5) years. Sliding system hardware components including multipoint lock mechanisms and rolling hardware will be warranted for a period of ten (10) years. All hardware products should be cleaned and maintained as recommended below and as frequently as necessary. Hardware in coastal and salt water environments should be cleaned and maintained every three (3) months as a minimum and more frequently to prevent buildup of salt water or corrosive residue. In the event of a warranty claim user must be able to present evidence of a completed maintenance schedule as recommended below.

#### **Weather Seals**

All seals are warranted for a period of ten (10) years. Systems should be adjusted as per our recommendation and according to variances in site conditions so as not to put undue stress and/or pressure on seals during operation.

# **Export Limitation**

The maximum warranty period for any product used outside of the United States is two (2) years on glass and components and ten (10) years on folding system hardware.

# **Warranty Conditions, Exclusions and Limitations**

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

### **Minor Glass Imperfections**

Minor glass imperfections which do not impair the structural integrity or obscure normal vision, including slight bubbles, lines, surface imperfections or discolorations; any imperfections in the glass not detected from within ten feet whilst looking through the glass as per the guidelines established by federal standard ASTM C 1036-01; cracked or broken glass or damage resulting from accident including from impact or wind pressure, misuse or abuse; glass with films or coatings applied; and failure of insulated glass seal due to contact of finishing product.

#### **Stress Cracks**

Stress cracks are ALWAYS a result of environmental factors and should be referred to as thermal stress cracks. Thermal stress cracks can occur simply because of the weather outside. Two main environmental conditions lead to thermal stress cracks. 1) Rapid temerature changes in glass over a short period of time. 2) Glass that has uneven temperature distribution across the surface, ie. glass that is half under shade due to overhang, trees, structure, etc. Thermal stress cracks are caused by environmental circumstances and are NOT due to any manufacturing defect. Because of this, thermal stress crack issues are not covered under Euro-Wall's warranty.

### Warp

Warp beyond one (1) year from date of shipment for any 3'3" wide by 8'0" high by 1 3/4", or smaller door panel, which does not exceed 1/4" in the plane of the door panel itself and that adversely affect the normal functioning of the door system; door panels wider and/or higher are not guaranteed for warp; warp, bow or misalignment of frame components that can be straightened during typical installation or occurring beyond one (1) year from date of shipment; • Structural integrity issues, including improper sizing of header and movement or sagging of framing or the header and flaws in building design and construction; improper installation not in conformance with our installation instructions; alignment of meeting panels; slight expansion or contraction due to varying environmental conditions; and panel movement (shrinkage) of 1/4" or less due to temperature and humidity; Damage as a result of improper or lack of adjustment.

#### **Water or Water Intrusion or Air Infiltration**

Water or water intrusion or air infiltration; design of an appropriate flashing system; failure to provide an adequate overhang and to prevent the effects of sheeting water from above; doors with ADA compliant, guide channel or zero-step sills, inswing, zero post corner and curved systems; and product installed in high moisture environments or in structures that fail to allow for the proper management of drainage or moisture; - Condensation on interior of product as a result of excess humidity.

#### **Uniform Color Fade**

Uniform color fade of finished material as a result of surface exposure to ultraviolet (sun) light or non-uniform color fading, discoloration, darkening and/or chalking as a result of unequal surface exposure to ultraviolet light and elements. Damage caused by all external factors including harmful fumes, chemicals, distortion or warping due to building head, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, oxidation, staining or mildew, accident, abuse, misuse, and neglect.

#### Accident, Misuse, Abuse, Failure to Follow the Care and Maintenance Instructions

Accident, misuse, abuse, failure to follow the care and maintenance instructions and increased frequency of maintenance required in a corrosive environment or the seacoast in order to prevent damage from salt water; finish failures or corrosion of aluminum or damage to other components caused by chemicals or environment conditions including but not limited to air pollutants, acid raid, brick wash, muriatic acid, direct contact with concrete and salt spray; field modification of product; impact or wind pressure; exposure to conditions beyond published performance data; or as a result of any cause beyond our control (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).

#### **Delay of More than Three (3) Days**

Delay of more than three (3) days in finishing product or exposure to weather; improper finishing of all surfaces of door panels and frame; normal wear and tear; natural weathering of surfaces or variations in the color or texture of the wood and aluminum or finish, including compared to samples; the appearance of field finished wood; plated finishes; surface checks that are less than 1/8" in width and/or 2" in length; solid wood sills; and damage caused by extreme temperature.- Wood veneered aluminum components used to the exterior of a home or structure - Improper use and re-application of seals by third party when removed to stain, paint or finish wood.

### Products Purchased through us that are Manufactured by a Third Party

Products purchased through us that are manufactured by a third party (including but not limited to custom hardware); panels including glass that are manufactured by others and supplied to us for inclusion in our door system and related panel and system performance; and special product that includes items manufactured according to customer supplied specifications or no hardware.

Euro-Wall Systems, LLC is not Responsible or Liable for:

### Cost for Labor, Installation, Removal or Repainting, Refinishing or Similar Activities

Cost for labor, installation, removal or repainting, refinishing or similar activities connected with the replacement product or component; execution of service and costs incurred for shipping, handling, transferring, insuring and transporting; and incidental or consequential damages of any kind other than as mandated by applicable state law.

# This warranty is not a promise of future performance

This warranty is not a promise of future performance. Your exclusive remedy shall be repair, replacement or refund as stated in this warranty. If we determine that a defect exists that is covered by this limited warranty, we will elect to either repair the product or components or ship replacement product or components to the distributor or person making the warranty claim in the same condition as the product originally sold, subject to our right to substitute a similar product when the product originally sold has been discontinued or modified. We may elect to provide replacement glass with or without associated sash.

Euro-Wall, in its sole discretion, may choose to repair the product as an option to replacement in full satisfaction of its warranty obligation. If we are unable to provide replacement and repair is not practical or cannot be made timely, then we may elect to refund the purchase price paid directly to us if the warranty applies. The warranty on any replacement product will extend for the balance of the original warranty period. It is the purchaser's sole responsibility for determining whether a product purchased from us is suitable for an end user's needs or application. All visible defects must be reported before installation and finishing. Claims under these warranties must be made within the specified warranty period and within sixty (60) days of the appearance of a defect.

Failure to report defects to us, as specified under the "Procedure for Warranty Claims" section, will void all express warranties. If the claimed defect is warp in door or frame components, we may defer repairing or

replacing the door panel or frame component for a period up to twelve (12) months from the date of claim. It is not uncommon for a temporary warp condition to occur as the door panel adjusts to local humidity and temperature conditions. Failure by the purchaser or end user to follow the installation and maintenance contained within this warranty required shall void any and all express warranties. This warranty shall be interpreted, construed and applied under the laws of the State of Florida. All disputes under this warranty shall first be decided by mutually agreeable mediator, with each side to bear its own fees and costs. If the dispute is not resolved through mediation, the dispute shall be submitted to a mutually agreeable arbitrator, pursuant to the arbitration rules of the State of Florida. The prevailing party to any claim filed under this limited warranty is entitled to reasonable attorney's fees, expert's fees and costs. Euro Wall Systems LLC is entitled to attorney's fees, expert fees and testing fees regarding any dispute over the installation of its product. This express limited warranty sets forth our maximum liability for our products. No one is authorized to modify or expand this express limited warranty. The absolute limit of our liability is the product purchase price from Euro-Wall. We shall not be liable for special, indirect, consequential, incidental, or punitive damages of any kind and all such claims are waived to the fullest extent permitted by applicable law. Your sole or exclusive remedy with respect to any and all losses and damages resulting from any cause whatsoever as specified herein. All Euro-Wall Systems LLC's products are sold 'as is' and as such Euro-Wall disclaims any and all implied warranties. We make no other warranty or guarantee, either expressed 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. The entire risk as to the quality and performance of the goods is with the buyer. 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 thereon shall be the same as that provided in the express warranty stated herein.

# **Procedure for Warranty Claims**

Please inspect your order immediately upon receipt. If you have a problem, immediately upon discovery contact the distributor or dealer from whom you purchased our product, or contact us directly.

Mail:

Euro-Wall Systems LLC. (Attention: Solutions Department) 2200 Murphy Court North Port, Florida 34289

Phone:

(941) 979 5316

Email:

solutions@euro-wall.com

We can best respond if you provide the following:

- a) Euro-Wall Order number / Job name
- b) Date, Dealer and location of purchase,
- c) how to contact you,
- d) the address of where the product can be inspected, and
- e) a description of the problem and the product (including photographs).

All visible defects must be reported before installation and finishing. Claims under these warranties must be made within the specified warranty period and within sixty (60) days of the appearance of a defect. We may charge a fee for on-site product inspections. However, this fee will be refunded if the product is found to contain a defect covered by this warranty.

# **Installation and Maintenance Requirements**

Our products must be stored, installed, maintained, repaired, and used in accordance with acceptable good trade practice and our supplied instructions in order to prevent damage and maintain your warranty.

# **Installation and Finishing**

Euro-Wall Doors are a specialty product that you cannot assume to be a standard installation of a typical door or window. We are not liable for any defects or problems related to installation. Euro Wall folding door systems are top hung and improper sizing of the header and movement and sagging of the header will affect product performance. It is important that the system is properly adjusted for smooth operation. Our products should be installed with adequate overhang and to prevent the effects of sheeting water from above. It is not our responsibility to design or recommend a flashing system appropriate for each job condition. We offer products that are designed to be weather resistant in exterior applications when installed and adjusted properly, however, because of certain conditions and applications over which we have no control, including but not limited to frame assembly and field adjustment, we do not warrant that our products are impervious to water or water intrusion and air infiltration. We recommend that a professional waterproofing consultant be used to properly integrate our product into the weather barrier of the wall structure.

EURO-WALL AND SLIDING, STACKING, PIVOT and FOLDING DOOR SYSTEMS are custom specialty products which are required to be used in a particular manner. Children under the age of sixteen (16) should not use systems without an adult being present. Euro-Wall door systems should be operated as recommended by us. Failure to do so can cause injury. Improper function of our door systems can lead to injury by way of fingers being caught and pinched between folding and sliding panels.

# **Limited Warranty Certifications and Testing**

Certifications, ratings and performance typically apply to individual products and will vary and change over time depending on the conditions of use.

# **Recommended Maintenance Procedures**

Normal and regular maintenance is required to maintain the appearance and extend the finish life and maintain proper operation. The following maintenance procedures are recommended.

# **Tracks and Bearings**

Tracks and Bearings - Remove surface contaminants by wiping visible track surfaces with a damp soft cloth and a mild detergent, then wipe dry with a clean cloth. Using a suitable applicator spread a small amount of clear petroleum jelly or similar lubricant. Ensure that the carrier wheels pass through the lubricant so that it is distributed evenly along the track. Place additional lubricant around the bearings. In severe environments, apply a thin film of WD40. Always keep the bottom guide channel free from debris.

# Hangers, Pivots, Brackets, Handle Back Plates and Hinges

Hangers, Pivots, Brackets, Handle Back Plates and Hinges - Exposed surfaces should be wiped down with warm soapy water and a soft rag, and then rinsed clean before applying new surface protectants. A light spray application of WD40, followed by a light wipe with a dry cloth to remove excess is recommended for all hangers, pivots, brackets and hinges. Be careful not to get these compounds on wood items as they may cause staining. For oil rubbed bronze finish, care should be taken when cleaning or re-applying surface protectants.

### **Surface Mounted Locking Mechanisms**

Surface Mounted Locking Mechanisms - Spraying WD40 to the sliding pin inside the drop bolt and to the lock cylinder (if applicable) is recommended. There are access holes or slots on all drop bolts so that this can be completed without removing the locks from the doors.

# **Aluminum Coatings**

Aluminum Coatings -Exposed surfaces should be cleaned with mild detergent soap and water. Any chips or scratches must be repaired immediately and not left exposed to the elements.

### **Wood Components**

Wood Components - All wood component parts and finishes must be inspected annually for damage resulting from exposure to the elements and repaired immediately.