

# CENTRAL VALLEY SCREEN & SUPPLY

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## RESIDENTIAL WARRANTY INFORMATION

**ALL CENTRAL VALLEY SCREEN & SUPPLY SINGLE AND DUAL SEALED INSULATED GLASS UNITS THIRTY (30) SQUARE FEET OR LESS BUILT AFTER MAY 1, 2009 ARE WARRANTED AGAINST SUBSTANTIAL OBSTRUCTION OF VISION FROM FOREIGN PARTICLES, FORMATION, OR MOISTURE ACCUMULATION BETWEEN THE SEALED PANES OF GLASS DUE TO SEAL FAILURE, DEFECTIVE MATERIAL, OR POOR WORKMANSHIP FOR A PERIOD OF TWENTY (20) YEARS FROM THE ORIGINAL DATE OF MANUFACTURE.**

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State. This Limited Warranty applies only to the original purchaser, and is nontransferable. Further, this Limited Warranty applies only to residential glass units installed in the residence where the original purchaser resides. This Limited Warranty shall not apply if the failure of the seal is caused by an intervening cause, Acts of God, structural settling, fires, excessive heat, mishandling, misuse, abuse, improper installation, installation by persons who are not qualified glaziers, or by any cause whatsoever not within our exclusive control. This Limited Warranty shall not apply unless the failure occurs within twenty (20) years from the original date of manufacture and the claim is delivered to Central Valley Screen & Supply within thirty (30) days of the date of the failure of the seal. No other express warranty is given and no affirmation of Central Valley Screen & Supply, by words or action, will constitute a warranty.

This Limited Warranty **does not apply** to defects resulting from the following situations:

- A. Cracked, scratched, broken, or otherwise damaged units unless so identified at the time of delivery.
- B. Faulty Building Design/Construction, improper installation, installation by someone other than a qualified glazier, or if the unit was not installed according to the recommended glazing guidelines FGMA "Glazing Manual: and SIGMA Guidelines for Vertical Glazing".
- C. Units used or installed without a weep system or in a manner that water accumulates around the seal.
- D. Installation in skylights or other sloped glazing, greenhouses, refrigeration units, swimming pools, saunas, or other non vertical or extreme environments.
- E. Units adjacent to heat sources that are not properly baffled to diffuse the heat.
- F. Installation where vibration or structural deflection is likely to occur, such as in watercraft, aircraft, vehicles, motor homes, and adjacent to airports.
- G. Units built with leaded glass, stained glass or any customer supplied glass.
- H. Installation of units above the elevation of 3,000 ft without breather tubes.

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**THERE ARE NO WARRANTIES OTHER THAN STATED IN THIS DOCUMENT.**

Buyer confirms that Buyer has not relied on Central Valley Screen & Supply's skill or judgment to select or furnish goods for any particular purpose. **CENTRAL VALLEY SCREEN & SUPPLY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND THIS SALE IS MADE WITHOUT ANY IMPLIED WARRANTY BY SELLER THAT THE GOODS ARE MERCHANTABLE OR SUITABLE FOR ANY PARTICULAR PURPOSE AND, EXCEPT FOR THE WARRANTIES STATED HEREIN, THE UNITS ARE BEING SOLD "AS IS".**

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The obligations of Central Valley Screen & Supply under this Warranty shall be limited to replacing or repairing the defective product, at Central Valley Screen & Supply's option. If the product is replaced, Central Valley Screen & Supply will replace the product F.O.B. its place of manufacture. If Central Valley Screen & Supply cannot replace the defective unit and repair either is not commercially practicable or cannot be made within five (5) business days, Central Valley Screen & Supply will refund the purchase price. Labor and other associated costs to remedy the problem will not be Central Valley Screen & Supply's responsibility, and are expressly excluded from this Warranty. Central Valley Screen & Supply shall have the right to inspect all returned products alleged to be defective. In no event will Central Valley Screen & Supply be responsible for incidental or consequential damages that result from any defective unit. (Some States do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.) If Central

Valley Screen & Supply determines that such product is not covered by this Warranty, then Central Valley Screen & Supply will return the product to you at your cost and expense.

In order to make a claim under this warranty, you must notify Central Valley Screen & Supply of the failure of the goods to conform to the warranty. In order to obtain performance of any obligation under this warranty, you must, within thirty (30) days after delivery, notify Central Valley Screen & Supply in writing at its address set forth above of the model of the defective unit, the date of installation, your name and address and the address where the unit was installed, proof of purchase of the unit, and make the unit available for inspection by Central Valley Screen & Supply and its representatives within fifteen (15) days after the date of your notification.

If there is a dispute regarding whether the unit is covered by this Limited Warranty, the following informal dispute settlement procedure is available to you: submit the dispute to binding arbitration with JAMS or AAA arbitrators within thirty (30) days after the date you became aware of the dispute. This informal procedure must be resorted to before you may pursue any legal remedies in the courts.

No agent, employee, or representative of Central Valley Screen & Supply has any authority to bind it to any affirmation, representation, or warranty concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this contract, it will not be enforceable. This document contains the entire warranty information between the parties and exclusively determines the rights and obligations of the parties, any prior course of dealing, custom or usage of trade, or course of performance notwithstanding.