

# LIMITED WARRANTY CERTIFICATE



Version revised: February 05, 2024

LW-XXXXXX [Consecutive N°]

## LIMITED WARRANTY SPECIFICATIONS FOR RESIDENTIAL PRODUCTS

**I. General Conditions.** ES WINDOWS LLC (“ES”) warrants to the original owner-occupied single-family residence that its windows and doors (“Products”) of the residence in which the Products are installed, that they are free from manufacturing and/or material defects, for the time period specified herein, and will not be automatically transferred with the sale of the property. This warranty only applies to Products specifically listed below and that have been used solely for their intended purposes, under normal and appropriate use, properly installed and with regular maintenance, subject to the **terms and conditions contained in this limited warranty certificate.**

This warranty is valid from the initial date of delivery by ES of the products.

	DESCRIPTION OF COMPONENTS	ELITE ® SERIES WARRANTY PERIOD	PRESTIGE ® SERIES WARRANTY PERIOD	ES UPVC VINYL SERIES
<b>HARDWARE</b>	ACCORDING TO SYSTEM(S) SUPPLIED	3 YEARS	3 YEARS	3 YEARS
<b>FRAME</b>	2605 AAMA PAINT	15 YEARS	15 YEARS	-
	2604 AAMA PAINT	10 YEARS	10 YEARS	-
	WOODGRAIN	3 YEARS	3 YEARS	-
	ANODIZED	3 YEARS	3 YEARS	-
	UPVC VINYL	-	-	*LIMITED LIFETIME
<b>GLASS</b>	LAMINATED (SGP – PVB)	10 YEARS	10 YEARS	10 YEARS
	INSULATED	20 YEARS	20 YEARS	20 YEARS
<b>OTHER COMPONENTS</b>	LAMINATE EXTERIOR FOILS	-	-	20 YEARS

Elite ® Series: ES-EL100; ES-EL150; ES-EL200; ES-5000; EL-400; EL-300; ES5100

Prestige ® Series: ES-SW340; ES-P252; ES-H340; ES-SGD2020; ES-46T; ES-FX2020; ES-FX3050; ES-8000

Multimax ® Series: MX-1000; MX-1500; MX-2000; MX-3000; MX-4000

*\*Limited Lifetime Warranty for as long as the original retail purchaser or first improver owns and occupies the residence in which the Products were installed. Should the property be transferred, warranty will cover the remaining duration of our standard warranty.*

**II. Your Remedy:** ES’ sole liability under this warranty is limited to repairing or replacing, free of charge, any defective part or parts of the Products at ES’ sole option. The original warranty period will not be extended by such repair or replacement. In the event we find a Product to be defective, ES will ship unit, part and or piece to customer. ES will not perform any labor related to repairs or installation work. IN NO CASE SHALL THE LIABILITY OF ES EXCEED THE ORIGINAL VALUE OF THE PRODUCT DEEMED DEFECTIVE. UNDER NO CIRCUMSTANCES SHALL ES BE HELD LIABLE OR RESPONSIBLE, DURING THE INSTALLATION OR THE REPLACEMENT OF AN ES PRODUCT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, SECONDARY OR ACCIDENTAL DAMAGES.

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REPLACEMENT PRODUCTS MAY NOT MATCH THE COLOR OF THE ORIGINAL PRODUCTS, OR THE COLOR OF THE REMAINING WINDOWS AND DOORS IN THE RESIDENCE, AS COLOR MAY VARY DUE TO AGE, WEATHERING, DYE LOT DIFFERENCES, OR OTHER FACTORS. ES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH COLOR DIFFERENCES ASSOCIATED WITH ANY REPLACEMENT PRODUCTS AND WILL NOT BE REQUIRED TO HAVE THE REPLACEMENT PRODUCTS MATCH THE COLOR OF THE ORIGINAL PRODUCT THAT IS BEING REPLACED OR ANY OF THE WINDOWS OR DOORS THAT REMAIN IN THE RESIDENCE. ES WILL NOT BE RESPONSIBLE FOR ANY LABOR OR DELIVERY COSTS INCURRED IN THE REPAIR OR REPLACEMENT OF THE PRODUCTS AND UNDER NO CIRCUMSTANCES SHALL ES BE HELD LIABLE OR RESPONSIBLE, DURING THE REMOVAL, INSTALLATION OR THE REPLACEMENT OF THE PRODUCTS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, SECONDARY OR ACCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY WATER OR OTHER DAMAGES TO CEILINGS, WALLS, FLOORS, ELECTRONICS OR APPLIANCES WITHIN A RESIDENCE WHERE THE PRODUCTS ARE INSTALLED. ES EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO CASE SHALL THE LIABILITY OF ES EXCEED THE ORIGINAL VALUE OF THE PRODUCT DEEMED DEFECTIVE.

### III. Exceptions, Limitations, Exclusions, Qualifications

1. This warranty covers only products and components supplied by ES that have not been changed or modified outside our facilities, including but not limited to laminate foils, paints and coatings.
2. ES will not be held liable for any work performed, or material supplied by others. Any component or product NOT manufactured by ES shall be limited to the original manufacturer's warranty, including but not limited to frames, frame finishes, hardware, including gaskets, screens, and moving parts.
3. ES' limited warranty covers ES' manufactured Products only. Perimeter conditions, caulking, sealants, among others are explicitly excluded from ES' limited warranty. The ES limited warranty is based upon the system itself; it does not warrant the installation of the system. Products may have weep holes at the bottom. During installation weep holes cannot be blocked or sealed, otherwise leakage may occur. This warranty does not cover leakage if weep holes are blocked or sealed.
4. ES reserves the right to modify or discontinue any of its currently manufactured products without incurring any obligation to incorporate or add these modifications to units already manufactured and delivered. If ES decides to replace a Product that falls under the present warranty, or if a part is no longer available, ES may substitute the part in question with one or more parts of comparable quality.
5. This warranty does not apply to, and ES expressly assumes no responsibility for, circumstances outside of control by ES, including but not limited to glass breakage; product failure due to improper usage or derived from installation that does not adhere to ES installation guidelines; handling or storage; material damage in handling or installation of the Product and/or incompatibility between materials; improper building construction; excessive building movements or failures of walls or foundations; failure to provide routine, documented and reasonable maintenance and inspection according to ES care and maintenance guidelines; normal weathering; scratches, abrasions or other physical damage to the product; abnormal environment conditions; damage caused by water entry from sources outside ES materials; fire or other casualty; field fabrication, finishing or formed damages caused by any chemicals used on or around the product; government restrictions, acts of aggression, or acts of God; naturally occurring changes such as tarnish, corrosion, oxidization, or discoloration of hardware finishes or component parts. ES EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. ES WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Visit [www.eswindows.com](http://www.eswindows.com) for additional information about installation guidelines and maintenance information and glass policies. Failure to adhere to these recommendations will void this limited warranty.
6. This warranty does not cover damage to the product, property, or person, when they are caused by mold, fungus or any other toxin, not attributable to a product defect provided ES. Corrosion of any product or component caused by exposure to salty atmospheres, acid rain, alkaline, or other extreme condition(s) is not covered. Repair of thermal barrier dry shrinkage resulting in leakage will be limited to the repairs described in the AAMA Technical Bulletin 91-1. If the residential home is in a sea coastline, sea salt will damage the aluminum panels; therefore, we recommend using DURANAR paint.

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**Finish:** This warranty covers factory applied finishes or exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color per applicable AAMA Specifications 2604, 2605 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the residential home site are used. ES reserves the right to re-finish defective components in the field, using air-dry products. Corrosion, deterioration, or wear of aluminum cladding in powder finishes at exterior aluminum members installed within one (1) mile or less from any coastal or high salt concentration environments are not warranted. Aluminum finishes carry a limited warranty noted herein depending on exposure from corrosive atmospheres:

- Anodized at exterior and interior aluminum members: 3 Years
- Powder finish at exterior aluminum members: 3 Years
- Powder finish at interior aluminum members: 10 Years
- Durastar: 10 Years
- Duranar: 15 Years
- UPVC: Limited Lifetime

7. **Glass:** This warranty covers glass purchased and factory glazed by ES, under the following specifications:

- a) Insulating glass is covered against defective materials or workmanship which could result in materials obstruction of vision caused by dust collection or film formation on internal glass surface due to failure of the insulated glass seal.
- b) Laminated glass covered against de-lamination.
- c) Spandrel glass coating is covered against peeling, cracking or coating deterioration. This warranty does not cover spandrel glass discoloration if coating is exposed to UV radiation.
- d) Glass breakage and stress cracks are not covered by this warranty.

8. **Hardware:** According to the system(s) used on the residential home.

9. **Protection Films:** Surface protection films used on the protection of windows exposed to weather, raw aluminum, anodized, electrocolor, painted steel and glass carry a limited eight (8) months warranty that begins to be effective from the systems arrival date to the residential home. For optimal performance ES recommends no to exceed this time frame. If exceeded, adherence may increase causing issues upon removal. Under no circumstances will ES be held responsible for incidental or consequential damages.

10. As a warranty requirement, all products must be cleaned and washed with tap water at least once every three (3) months, four (4) times a year. There must be traceable evidence of these actions by supporting documentation (maintenance log) from a professional cleaning company. Cleaning and maintenance are not the responsibility of ES and are not covered by this warranty.

11. ES' WARRANTY WILL BE VOID IF FULL PAYMENT IS NOT MADE. ES MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE PRODUCT OR ITS SELECTION AND APPLICATION, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE, AGENT OR DISTRIBUTOR OF ES, OTHER THAN THE PRESIDENT, IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY, EITHER ORALLY OR IN WRITING.

12. This warranty does NOT cover ES products installed in commercial, investment, and non-owner-occupied residential dwellings such as rental homes, condos, apartments, cooperative housing, or used for commercial purposes such as office buildings, government-owned buildings, schools, churches, universities, among others.

## VI. Registration

To obtain our limited warranty, you must register your products within ninety (90) days after the delivery date of Products ("Registration Period"). The warranty must be activated online by completing the registration form available at <https://eswindows.com/warranty-certificate/> using the consecutive number referenced in the first page. If the warranty is not

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registered within the Registration Period, its coverage will be by default our standard 10-year warranty, as of the initial date of delivery by ES of the Products, even if not immediately delivered to end customer.

## **VII. Claims**

Any claim under this warranty must be submitted in writing within ninety (90) days after: a) discovery of defect (s), or b) the time at which defect (s) should have been discovered through reasonable diligence, through ES's customer service line at [service@eswindows.com](mailto:service@eswindows.com). All claims must include Product identification (mark and system), order number or other legal documentation, the address where the Product is installed and a description of the problem with photos and videos. When warranty coverage is unclear, ES may charge an inspection fee for any on-site product inspection. If it is determined that the defect is covered by this limited warranty, the fee will be waived. If you need further assistance, you can contact us at + 57 305-507-4545.

