

Westlake Royal Windows LLC

Aluminum Windows

LIFETIME LIMITED WARRANTY ("WARRANTY")

Aluminum (frame) Windows manufactured by Westlake Royal Windows LLC ("Westlake Royal") are free of defects in design, materials, and workmanship and fit for reasonable purposes for which intended at the time of shipment from our plants in Dallas, Carrollton, Houston, Texas and Baldwin, GA, as set out below.

WHO IS COVERED BY THE WARRANTY

Westlake Royal extends this Warranty to the original purchaser of the product so long as he or she owns and resides in the home in which the products are installed. The Warranty does not extend to any subsequent purchases, owners or users.

WHAT IT COVERS AND FOR HOW LONG

Aluminum Windows and Patio Doors Units, materials in the aluminum unit, consisting of the aluminum frames, are warranted for the lifetime of the original purchaser. Hardware is warranted against all defects in materials and workmanship of the hardware for one year from the date manufactured. The sealed insulating glass (other than specialty glass unit) is warranted against defects in materials and workmanship resulting in material obstruction in vision from film formation, moisture collection, or dust collection between the interior glass surfaces for a period of twenty years from the date of manufacture. Specialty glass (tinted, obscure, or decorative) is warranted against such defects for a period of five years from the date of manufacture. If a stress crack (glass fracture) is not present upon delivery of the window to the installation site, the development of a stress crack is not a result of a manufacturing defect. The use or installation of any type of exterior film or coating on either exterior or interior of the glass surface absolutely voids this Warranty. Glass is warranted for twenty years, Labor is covered for the first year.

WHAT WE WILL DO

Any claims for defects under this Warranty should be submitted in writing to Westlake Royal or its authorized distributor promptly after discovery. You must provide proof of purchase and description of the defect. Westlake Royal or its distributor will inspect the products within a reasonable time. If the claim is within Warranty, Westlake Royal will repair or replace (at our option) any defective component without charge. The Warranty does not include cost of removing the defective product or installing a repaired or replaced product, unless the Warranty claim is made within one year after the date of initial purchase. This does not include labor. You will be charged a service call fee at the prevailing rate in the area in your claim if the product is found upon inspection not to be covered by Warranty.

Repair and replacement of glass will not extend the original Warranty period, but the remaining Warranty period will continue in effect and be applicable to the replaced insulating glass under the terms and conditions of this Warranty.

WHAT WARRANTY DOES NOT COVER

Subject to the following restriction and limitations:

1. The window or patio door must be used for a single family residential use only. The Warranty does not apply to any damage caused by misuse or abuse of the products or any use other than normal residential use.
2. This Warranty covers manufacturing defects only. It does not include defects or damages attributable to external causes, such as defects caused by (a) installation, soil retention, or normal weathering; (b) accidents, fire, flood, or other acts of God, vandalism, riot or civil disorder, misuse, or abuse; (c) harmful fumes, vapors, or chemical pollutants in the atmosphere, or use of non-approved heat caused by cleaning agents; (d) mildew; (e) building settlement or structural failure of the walls or foundations; (f) stresses resulting from localized heat which cause excessive temperature differentials over glass surfaces or edges; (g) use above 6,000 feet above sea level without capillary breather tubes; (h) use in an environment subject to high vibration (e.g. swimming pool), excess salinity; or other unusual conditions; or (i) any other use or occurrence beyond Westlake Royal's control.
3. Condensation on products which occurs as the natural result of humidity within the house or building area or differences between interior or exterior temperatures does not indicate a defect in the product and is not covered by this Warranty.
4. Changes in the appearance of the hardware that are attributed to normal aging and wear do not indicate a manufacturing defect and are not covered by this Warranty.
5. The Warranty does not cover any defects resulting from installation. It also does not cover any cost of removal or installation of a product or component part.
6. This Warranty is valid only if genuine Westlake Royal products are used and is void if window or patio door accessory products not manufactured by Westlake Royal are installed which causes a defect to occur in the product.
7. Surface imperfections are inherent in the product and if they are not noticeable within three feet of the surface and do not impact the function of the product, they are not manufacturing defects and are not covered by the Warranty.
8. Westlake Royal reserves the right to discontinue or change any component. If the component of the window and patio door originally installed is not available and Westlake Royal determines to make replacement, Westlake Royal may substitute a component designated by us that is equal quality and value.
9. Westlake Royal has no liability beyond repair or replacement of applicable products, and repair or replacement is your sole remedy for Westlake Royal breach of this Warranty. Westlake Royal will have no liability for any lost time, inconvenience, loss of use, personal injury, property damage, or any other incidental or consequential damage.
10. This Warranty is the only one Westlake Royal makes and Westlake Royal expressly disclaims any other express or implied warranty, including any warranty of merchantability or fitness for a particular purpose.
11. No sales representative or distributor is authorized to modify this Warranty or to extend any other warranty on Westlake Royal products.
12. Color change due to normal weathering is excluded from this Warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt and stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

STATE LAW RIGHTS

Some states do not allow the limitation on how long a warranty lasts or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in paragraph 9 and 10 may not apply to you. This Warranty gives you specific rights, and you may also have other rights which vary from state to state.