

# **Westlake**

## **Royal Window Solutions™**

### **Westlake Royal Windows LLC**

## **Multi- Family Construction Projects**

### **LIFETIME LIMITED WARRANTY (“WARRANTY”)**

Vinyl (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.

### **WHAT WILL WE DO**

Any Warranty claim should be presented to Westlake Royal in a timely manner. Thereafter, Westlake Royal will inspect the alleged defect. If the claim is within the Warranty, Westlake Royal will at its option, repair, or replace any defective component without charge. The cost of removing the defective products or installing a repaired or replaced product is not covered unless claim is made within one year of original purchase. Any Warranty claim approved cannot exceed in value more than the original purchase.

### **WHAT WE COVER AND FOR HOW LONG**

Vinyl and or aluminum used in the frames of the Westlake Royal units are warranted to the original purchaser/ developer exclusively for the original ten (10) years of use. This Warranty covers material from blistering, corroding, flaking, or rot under conditions of normal wear and use. Hardware is covered by this Warranty from all defects in design, materials and workmanship for a period of one (1) year from purchase date. Insulated Glass (10 year) from the date of purchase is warranted against defects in materials and workmanship resulting in material obstruction in vision from film formation, moisture, or dust collection between the interior glass surfaces. Specialty glass (tinted, obscure or decorative) is warranted against such defects for a period of ten years from the date of purchase. If a stress crack (glass fracture) is NOT present upon delivery to the construction site, the development of any stress crack is not a result of a manufacturing defect but results from either a handling or installation issue and is not warranted. The cost of removing the defective product or installing a repaired or replaced product is not covered unless the Warranty claim is made within one (1) year after the date of initial purchase.

### **WHAT WARRANTY DOES NOT COVER**

1. Defects or damages attributable to external cases, 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.
2. Condensation on products which occurs as the natural results 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.
3. 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.
4. Any defects resulting from installation such as but not limited to security system installation, caulk over weep holes in the frame are not covered. It also does not cover any cost of removal or installation of a product or component part.
5. 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.
6. 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 Westlake Royal that is equal quality and value.
7. Westlake Royal has no liability beyond repair or replacement of applicable products, and repair or replacement is your sole remedy for Westlake Royal’s 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.
8. No sales representative or distributor is authorized to modify this Warranty or to extend any other Warranty on Westlake Royal products.
9. 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.
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 purpose.

### **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 paragraphs 7 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.