



OPTVUE™



LIMITED WARRANTY

This Limited Warranty applies to OPTVUE™ INFINITY™ windows purchased on or after the Effective Date from OPTVUE™ or an authorized OPTVUE™ dealer and extends to the owner of the structure in which the products are originally installed. Warranty begins on date of delivery. This Limited Warranty is non-transferable and limited to original purchaser. This Limited Warranty is applicable only to product installed in the U.S.A.

GLASS COMPONENTS – 10 Years

Glass warranties apply to factory-installed glass or OPTVUE™ supplied glass installed by OPTVUE™ authorized service personnel. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for ten (10) years. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years. All other glass and glass features are provided with the same warranties, limitations, and exclusions OPTVUE™ receives from its supplier; contact OPTVUE™ for further details.

EXTERIOR/INTERIOR CLADDING FINISH

Except as provided below, OPTVUE's standard exterior cladding finish is warranted against manufacturing defects resulting in loss of adhesion (peel), per the American Architectural Manufacturer's Association's (AAMA) Specification 2605-11 Sections 8.4 and 8.9, for 10 (10) years. Anodized finishes

and other specialty exterior finishes are warranted to be free from manufacturing defects for five (5) years.

Standard exterior cladding finish installed in coastal environments (within one (1) mile of a seacoast or other saltwater source) is warranted against manufacturing defects resulting in abnormal deterioration caused by corrosion and/or loss of adhesion for two (2) years. "Abnormal deterioration"

means damage to the finish (such as peeling, flaking, or

blistering) beyond what is normal for an ocean coastline environment. Anodized or other specialty finishes are not warranted in coastal environments.

WARP – BUILD 1 (All wood Windows)

Bow, twist, and warp shall not be considered defects unless more than ¼" in the plane of the window. Windows 8' or higher ordered without multi-point hardware are not performance-certified and are not warranted against bow, twist, or warp. Action on claims for bow, twist, or warp may be deferred at OPTVUE's option for a period not to exceed (12) months after installation to permit the window in question to acclimate to temperature and humidity conditions.

RAIN and WIND SENSORS

Factory-installed sensors are warranted against manufacturing defects for one (1) year. OPTVUE™ is not responsible or liable for any third-party system used in connection with the sensors, or their integration or compatibility with such third-party systems. Sensors are not a substitute for insurance and may not be relied upon to prevent property loss or damage, personal injury, or death.

NON-GLASS COMPONENTS

Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years. Stainless steel

hardware, hardware with physical vapor deposition ("PVD"), and other specifically designated "coastal" hardware finishes (collectively "Coastal Hardware") installed in coastal environments are warranted to be free from manufacturing defects that result in abnormal deterioration of the finish for a

period of two (2) years. Other hardware finishes are not warranted in coastal environments. Electric actuators and other motorized accessories are provided coverage period of two (2) years. With the same warranties, limitations, and exclusions OPTVUE™ receives from its supplier; contact OPTVUE™ for further details.

INTERIOR WOOD FINISH

Factory-applied interior finish is warranted to be free from Finish Defects for a period of two (2) years. Finish Defects include cracking, peeling, checking, delamination, blistering, flaking, in the case of painted interior finish, fading or change in color (per ASTM D2244), under normal interior environmental conditions. The color of wood changes, typically darkening over time, and is not a defect. The application of stains and/or clear finish does not prevent this natural process. Color change may be more noticeable in woods treated with a clear coat or light-

colored stain. The appearance of a raised grain or other natural variation in the wood grain may be enhanced by the interior finish and is not a defect. Interior finish is applied prior to assembly and is not intended to cover joinery seams. Products with factory-applied primer only are not covered under this provision. Factory-applied primer must be painted in accordance with OPTVUE™'s finishing instructions within 30 days of window delivery.

MASKING TAPES AND CHEMICALS

OPTVUE™ does not warranty against peeling, flaking, and or blistering of exterior or interior finishes when using tapes, masking tapes, adhesives, and or chemicals of any kind on its painted or anodized products.

SCREENS

Screens are not designed to and will not prevent falls. Screens and Other screen accessories are provided coverage period of two (2) years. With the same warranties, limitations, and exclusions OPTVUE™ receives from its supplier; contact OPTVUE™ for further details.

WINDOW OPENING CONTROL DEVICES

Window Opening Control Devices (WOCDs) are not a substitute for careful supervision of children. WOCDs must be tested at least monthly. Follow all safety information and instructions provided with WOCDs.

EXCLUSIONS

Damage, defects, or problems resulting from causes outside OPTVUE™'s control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- Installation not in conformance with OPTVUE™'s installation instructions and applicable building codes.
- Improper or non-standard field finishing.

Non-standard installation, such as non-vertical or sloped glazing, upside down, or out of square.

- Installation or use in applications exceeding design standards.
- Field mulls; field finishes.
- Insulating glass installed above 2000 feet without capillary tubes (except as specifically provided in the OPTVUE™ Limited Warranty High Altitude Supplement).
- Installation or use near pools, saunas, hot tubs, or other high- humidity environments.
- Power surges, loss of power, battery failure or corrosion.
- Integration or compatibility with any third party provided system or device.
- Failure to follow OPTVUE'™s care and maintenance instructions.
- Failure to properly treat, seal, and maintain exposed wood.
- Use of brick wash, razor blades or other inappropriate cleaners or chemicals.
- Misuse, abuse, modification, alteration, accident, negligence.
- Shifting or settling of the structure in which the product is installed.
- Extreme weather events, extreme or unusual atmospheric conditions.
- Normal wear and tear; normal discoloration or fading of finishes.
- Variation in wood color, texture, and grain.
- Glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity.
- War, insurrection, civil unrest, terrorism, or Acts of God.

MOISTURE MANAGEMENT

Products installed in wall systems that do not allow for proper moisture management, such as exterior

insulation and finish systems (EIFS) or “synthetic stucco” without effective engineered drainage systems, are not covered under the Limited Warranty.

CONDENSATION

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

EXCLUSIVE REMEDY

This Limited Warranty is made as of the original date of product purchase and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited Warranty, OPTVUE™ will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. OPTVUE™ will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted the remainder of the original for product warranty.

THERMAL EFFICIENCY

OPTVUE™ does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. OPTVUE™ does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

CORROSION

Except as expressly provided in this Limited Warranty, finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty. The environment within one mile of an ocean coastline or other saltwater source can be extremely corrosive; some finish deterioration is normal in these environments. Follow OPTVUE™ care and maintenance instructions, available at www.optvue.com/care or AAMA 609 & 210-02 (Cleaning and Maintenance guide & Architecturally Finished Aluminum).

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

Disclaimers

This Limited Warranty is the only warranty, written or oral, express or implied, provided by OPTVUE™. No dealer, employee, or agent of OPTVUE™, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of OPTVUE™. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written OPTVUE™ product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY OPTVUE PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

Limitations

IN NO EVENT WILL OPTVUE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL

OPTVUE'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

Certifications and Ratings Currently none of OPTVUE™'s products are labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification. WDMA Certification is based on the performance of a single sample of the product at the time of manufacture. No standard OPTVUE products are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to single products only; however certain factory-mulled or combined product configurations may also be certified. Performance of individual products may vary and will change over time, depending upon the conditions of use. WDMA certifications and NFRC ratings are not performance warranties. For details on Hallmark Certification, go to www.WDMA.com. For details on NFRC Energy Performance ratings, go to www.NFRC.org.

Suitability

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any OPTVUE™ product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. OPTVUE™ will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Windows and doors are only one element of a structure; OPTVUE™ does not warrant that third party certification of a building or project to any specific standard will be achieved through the use of any OPTVUE™ product.

No Waiver

OPTVUE™ may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted and shall not constitute a waiver of OPTVUE™'s right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

Warranty Claims

All warranty claims must be made within thirty (30) days of the appearance of the defect and within the applicable warranty notice period. To make a warranty claim, contact your local OPTVUE™ dealer or distributor. If you do not know the name of your local dealer or distributor, use the "Where to Buy" feature at www.optvue.com, or call 760-760-0110 to locate the one nearest you. If, after five days, your dealer or distributor has not responded, send a written request to OPTVUE™ 3204 Production Ave, STE C, Oceanside, CA 92058 Attn: Warranty Department. Include the following information: your name, address, and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, actions you have taken and contacts you have made with your local dealer or distributor. Once we've received your letter, we will respond to your claim promptly.

