



## **RESIDENTIAL/MULTI-FAMILY LIMITED LIFETIME PRODUCT WARRANTY**

### **Residential Window/Multi-Family Warranty and Transferability**

Elevate Windows and Doors, LLC (“Elevate”) will repair or replace an Elevate brand window or door (“Product”) with a defect in materials or workmanship that seriously impairs the Product operation or performance for the original owner of the residence into which the Product is initially installed for as long as the original owner occupies the residence. A residence is defined as an owner-occupied single-family home, townhome, or condominium unit. If the residence is sold or it becomes occupied by other than the original owner, this warranty will remain in effect for warranty period outlined below. Multi-family is defined as a condominium, rental property, apartments. Product warranty is voided if installed in a commercial application without prior written approval from Elevate. This warranty is for Product purchased on or after January 01, 2019.

### **Warranty Coverage and Period**

Vinyl material in frames and sashes are warranted against corrosion, chipping, pitting, cracking, peeling, and blistering for the lifetime of the window from date of purchase. Vinyl replacement components may vary faintly in color and gloss. Elevate is not responsible or liable for such variance.

Laminated frames are warranted for a period of 10 years from purchase against chipping, pitting, cracking, peeling, blistering, and excessive ultraviolet discoloration. Laminate replacement components may vary faintly in color and gloss. Elevate is not responsible or liable for such variance.

Glass is warranted against imperfections such as stress cracks, scratches, blemishes, and chips for a period of 1 year from the date of purchase. Elevate does not warrant glass that incurs imperfections such as stress cracks, scratches, blemishes, and chips due to improper handling and installation of window. Glass imperfections are not covered unless they exceed allowable levels as defined in ASTM C1036 or ASTM C1048, whichever is applicable.

Insulated Glass Unit (“IGU”) is warranted for a period of 20 years from date of purchase against condensation on the inner glass surface due to failure of the IGU seal. Elevate does not warrant IGU failure due to improper handling and installation of window.

Hardware (locks, handle sets, balancers) are warranted for a period of 10 years against failure or breakage under normal usage and proper handling and care. Elevate does not warrant hardware failure due to improper handling and installation of window.

Product and components utilized in multi-family developments are warranted for a period of 10 years only from date of purchase and is solely to the owner of the property at time of installation. The multi-family warranty is non-assignable or transferable.

Elevate, at its discretion, may provide skilled labor required for repair or replacement of impacted window component for a period of 1 year from date of purchase. Purchaser/Owner must provide access to the interior and exterior of the Product. If product not accessible with a 15 ft. extension ladder, purchaser/owner is required to provide any lift equipment or safe scaffolding to obtain access to product. Skilled labor does not include any repair, refinishing, refurbishment or materials beyond the affected window component. If repair is not practicable due to location of homesite or safe access to Product is not available, Elevate, at its own discretion, may satisfy its warranty obligation by shipping a replacement component or Product to the original delivery location or by refunding the price of the affected Product.

Elevate reserves the right to discontinue or modify its Product. When that occurs, Elevate will substitute parts or Product of equal value. Substitute Product or parts may not be an aesthetic match to the original.

In the event of repair or replacement of Product, or Product components outlined in this warranty, the warranty applicable to the replacement/repared product or component will extend only for the time remaining under the original warranty.

### **Excluded Conditions**

The Elevate **RESIDENTIAL/MULTI-FAMILY LIMITED LIFETIME PRODUCT WARRANTY** does not cover, nor does Elevate have the obligation to respond to, a defect caused in whole or in part by:

- Normal wear and tear, aging, weathering (gradual fading, darkening of any colored surface); poor or lack of product maintenance; failure to properly install Product in appropriate opening utilizing AAMA or ASTM installation standards or sound building practices.

- Modifications or alterations of the Product or components including, but not limited to field mulls, reinstallation, caulk, paint finishes, installation of security systems, installation of window coverings, or sources of undue stress, heat, cold, pressure or water.
- Use of harsh chemicals, power washing, Acts of God, or any other condition or cause beyond Elevate's control.
- Fill or retention levels of gases inserted in the inner space of IGU.
- Elevate products are tested in accordance with processes and procedures established by NFRC and AAMA. The NFRC and AAMA tests measure the performance of a sample Product in a laboratory environment. Elevate manufacture's the Product using the materials and methods used in the fabrication of the tested Product. Product components and manufacturing processes have an inherent range of tolerances and many external factors can affect product performance, including but not limited to installation, abuse, lack of maintenance, and building movement. For this reason, Elevate does not warrant the test results.
- Gaps at joints or terminations that are designed to accommodate component expansion or resulting from component contraction that do not impact the operation or performance of the Product.
- Where field testing of product occurs by purchaser, or agent of purchaser, together defined as "purchaser;" purchaser must provide Elevate prior notice and allow Elevate to participate in identifying appropriate test methods as well as observe Product testing. Without prior notice and ability to participate in developing testing methodology and observe tests of Product, Elevate shall not be required to address testing results nor shall it be required to share the cost of testing.
- Elevate is not responsible for verifying the application of its products for surrounding building components or building wall design.

### **Notice of Warranty Claim**

Warranty claims can be submitted to:

Elevate W&D Warranty Care  
1850 Westpark Dr., Suite 100  
Grand Prairie, TX 75050  
E-mail: [warrantycare@elevatewindows.net](mailto:warrantycare@elevatewindows.net)  
Phone: 469-490-1100

Elevate shall have no obligation under this warranty without prior notice described herein. Purchaser/Owner is required to submit a claim during the coverage period and within 30 days of discovering the Product issue. The notice must include contact information, order number, and description of issue. If possible, submit photographs of issue with claim. Elevate will review, investigate (inspecting the Product issue if it so chooses) and respond in a timely manner per the terms of this warranty.

### **Notice of Legal Proceedings**

Before initiating any legal proceeding against Elevate, a purchaser/owner as defined in this warranty must first give Elevate notice of its intent to file a legal claim through the Notice of Warranty Claim submittal process. The purchaser/owner must wait 45 days after submitting the notice of initiating legal proceedings in order to allow Elevate the opportunity to investigate and offer a resolution for issues claimed.

### **Disclaimers & Limitations of Remedies**

Elevate Windows and Doors makes no warrant for products beyond what is contained in this writing. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING A WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USING OF TRADE OR DISCLAIMED.** If disclaimer of implied warranties is prohibited by law, they are limited to the applicable duration of this Warranty. The remedies herein shall be the buyer's exclusive remedy regardless of Elevate's negligence. **ELEVATE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, PERSONAL INJURY, LOST PROFITS, LOSS OF USE, DIMINUTION IN VALUE, OR PUNITIVE DAMAGES.** In no event shall Elevate's liability exceed the price of the covered product. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.