Melrose ™ Window Limited Warranty

CENTRAL WOODWORK, Inc. warrants the Melrose cellular PVC window manufactured after September 1, 2022 to be free from defects in workmanship and materials that, under normal condition, impair the operation or prevent proper usage of the window for a period of 1 year from the date of the original installation to the original purchaser/homeowner only.

Specific components of the Melrose window are warranted as follows:

**10 Years on Insulated Glass**

We warrant the insulated glass in the Melrose window against obstruction of vision due to failure of the seal other than through glass breakage for a period of 10 years from the date of manufacture to the original purchaser/homeowner. In the event glass is replaced according to the terms of this limited warranty the replacement glass is warranted only for the remainder of the warranty period applicable to the original glass.

**10 Years on Cellular PVC Components**

We warrant to the original purchaser/homeowner the PVC components to remain free from rot, warp, blister, or corrosion under normal conditions for 10 years from the date of manufacture.

**Exclusions to Warranty Coverage: The following items, including any resultant damage, injury or defect, are excluded from all warranty coverage:**

- Freight charges of any kind. Material returned to CENTRAL WOODWORK must be pre-paid.
- Labor cost of any kind for removal or reinstallation.
- Installation or use near high humidity areas (pools, saunas, hot tubs, etc.) or in homes with excessive humidity.
- Condensation, unless due to insulated glass failure.
- Normal wear and tear; including fading and/or discoloration from normal use, age or sun exposure.
- Failure to paint, treat or properly seal exposed interior and exterior wood within 30 days of installation with standard oil/latex paint. **Painting this product with darker colors will VOID all warranties. Darker colors absorb heat that may cause instability to the product and are defined as those falling within medium-to-dark LRV (Light Reflective Value) of 56 – 0. For more information on the LRV spectrum, consult with your paint store.**
- Installation into structures that do not allow for appropriate water/moisture drainage. This includes but is not limited to "Exterior Insulation & Finish Systems" (EIFS), a.k.a. "Synthetic stucco" without an effective drainage system.
- Accidents, fire, explosion, misuse, abuse, vandalism, building settling, war, terrorism, acts of third parties beyond CENTRAL WOODWORK's control, or Acts of God including but not limited to fire, flooding, earthquakes, hurricanes and gale force winds.
- Failure to follow CENTRAL WOODWORK's care and maintenance instructions.
- Field mulling, field finishes, or product modifications or glazing not factory installed.
- Use of expanding spray foams applied around the perimeter of product during the installation process, unless applied consistent with AAMA 812-04.
- Deficiencies in wall design, project design or construction, or structural failures.
- Improper storage or handling, or exposure to excessive heat (in excess of 150º F).
- Failure to properly install flashing, exterior trims, panning, subsills, or receptors. If liquid applied flashing or fluid applied weather barrier is utilized during installation, the installer must follow the instructions from the manufacturer of such product during its application to both the rough opening and the area surrounding each window or door once installed, must not utilize products that are incompatible with CENTRAL WOODWORK products or sealants, and must utilize primer where necessary.
- Improper installation of doors or windows, including failure to follow CENTRAL WOODWORK's installation instructions, industry standards, and/or sound construction practices.
- Failure to properly apply caulk or sealant. For example, certain CENTRAL WOODWORK products include a nailing fin or flange that is not designed to prevent water intrusion and must be properly sealed during installation.
- Any unit having over thirty-five (35) square feet of continuous insulated glass surface area.
- Water or air infiltration that is not a result of a product defect.
- Exposure to abnormal weather conditions, including hail, acid rain, or salt water.

- Damage or SDL detachment caused by the use of harsh chemicals (such as brick wash, bleach, alcohol, hydrochloric acid, or muriatic acid), or improper use of tapes or sealants. Do not use any cleaning agent other than a mild, non-abrasive window washing solution or glass cleaner applied in accordance with any product labeling instructions and CENTRAL WOODWORK's care and maintenance instructions.
- Damage during handling, shipping, processing or installation. Specifically, CENTRAL WOODWORK window and door units must be kept in an upright / vertical position and may be damaged by laying in a flat or horizontal position.
- For window and door units pre-installed into modular buildings or rectangular structures before the structure is transported and delivered to the site of intended use, any claims of glass breakage, stress cracks, leakage, or seal failures must be documented by photographs taken prior to such transportation, and no warranty coverage is provided for such claims arising during or after such transportation.
- For prefabricated wall panels, such panels must be erected and installed before CENTRAL WOODWORK window and door units are installed and incorporated into the building envelope.
- Application of after-market window films to glass surfaces.
- Products that have not been paid for in full.
- Any field testing conducted without meeting the following requirements. CENTRAL WOODWORK is not responsible for the cost of any field testing unless specifically agreed upon. Any initial field testing shall be performed within thirty (30) days of installation, using properly calibrated testing equipment and accounting for units that exceed the maximum test size. Any field tests must be conducted by a certified testing organization recognized by AAMA, at 2/3 test pressure as compared to the product rating, in accordance with AAMA 502-12 (if within 30 days after installation) or AAMA 511-08 (if afterward) unless otherwise agreed, after giving CENTRAL WOODWORK reasonable notice and the opportunity to participate in such testing. For any test failure believed to be caused by a manufacturing defect, CENTRAL WOODWORK must be given a reasonable opportunity to evaluate the concern and develop a remedial solution, and such failure by itself does not justify nonpayment or the removal and replacement of such products.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN THE EVENT THAT SUCH EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES IS NOT EFFECTIVE, THE DURATION OF ANY SUCH WARRANTIES SHALL BE NO LONGER THAN AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN. NO DEALER, EMPLOYEE, OR AGENT OF CENTRAL WOODWORK, NOR ANY THIRD PARTY, MAY CREATE OR ASSUME ANY OTHER LIABILITY, OBLIGATION, OR REPONSIBILITY ON BEHALF OF CENTRAL WOODWORK. ANY PRODUCT OR COMPONENT NOT SPECIFICALLY SUBJECT TO THIS LIMITED WARRANTY IS PROVIDED AS IS AND WITHOUT WARRANTY.

IT IS UNDERSTOOD AND AGREED THAT CENTRAL WOODWORK's LIABILITY, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER/ORIGINAL OWNER AND UNDER NO CIRCUMSTANCES SHALL CENTRAL WOODWORK BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS THE COST OF REPAIRING OR REPLACING OTHER PROPERTY CLAIMED TO BE DAMAGED).

NO ACTION ARISING OUT OF THE TRANSACTION MAY BE BROUGHT BY THE PURCHASER/ORIGINAL OWNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. SOME STATES DO NOT ALLOW LIMITATIONS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ADVERTISED PERFORMANCE RATINGS ARE BASED ON INDIVIDUAL WINDOW TESTS. MULLED UNITS REQUIRE DIFFERENT AAMA TESTING PROCEDURES. PLEASE CONSULT CENTRAL WOODWORK OR A AAMA GUIDELINE BOOKLET FOR MORE INFORMATION.

IF ANY PART OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID AND ENFORCEABLE.

## Claim Notice

Within the warranty period, CENTRAL WOODWORK must be notified **immediately**, and in no case more than **one (1) year**, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims made after this time period shall be excluded from CENTRAL WOODWORK's warranty coverage. CENTRAL WOODWORK may require that warranty claims be made in writing and include the original purchaser's name, address, date of purchase, retailer / dealer from which the product was purchased, and/or information from a product label or stamp. CENTRAL WOODWORK may charge a fee for on-site product inspections that reveal no product defects. CENTRAL WOODWORK may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Doing so in any particular instance shall not constitute a waiver of CENTRAL WOODWORK's right to strictly enforce the express language of this Limited Warranty at a later time or in any other circumstances.

Warranty claims and inquiries may be made through CENTRAL WOODWORK's website (www.centralwoodwork.com) by Phone _____
or by mail to: CENTRAL WOODWORK _____