

GLASS WARRANTY

Duo-Pane® Ten Year Limited Warranty



WESTERN WINDOW SYSTEMS guarantees and warrants, to the original purchaser, subject to the conditions and restrictions stated below, that each DUO-PANE® insulating glass unit shall be free from any significant obstruction to vision, due to film, dust or moisture collection on the interior glass surfaces, resulting exclusively from failure of the hermetic seal due to defects in workmanship or material, for ten years from the date of delivery to original homeowners.

If any such failure occurs during the first five years from the date of such unit's delivery, WESTERN will furnish a replacement unit without charge, FOB nearest WESTERN shipping point. If a failure occurs after the five year period from the date of such unit's delivery, WESTERN will provide a pro-rata credit against the purchase of any replacement insulating glass unit manufactured by WESTERN. The amount of any such credit shall depend on the number of years from the date of delivery to the date such a claim is made as follows:

years from date of delivery	amount of credit
5 to 6	50%
6 to 7	40%
7 to 8	30%
8 to 9	20%
9 to 10	10%
after 10	0%

The warranty on the replacement unit will extend only for the balance of the warranty period of the original unit.

In no event shall WESTERN pay for the cost of labor, installation or finishing of either the original insulating glass unit or the replacement unit, or any other incidental costs related thereto.

This shall be WESTERN'S maximum liability under the warranty. WESTERN makes no other warranty or guarantee, either expressed or implied, including implied warranties of merchantability and fitness, except as expressly contained herein with respect to its insulating glass units. Any further claims due to special, indirect, consequential, or incidental damage are excluded from this warranty. In the event state law precludes exclusion or limitation of implied warranties, the duration of any such implied warranty and the time and manner of presenting any claim thereon shall be the same as that provided in the express warranty stated herein.

This warranty shall not apply to units sold or installed outside the United States. This warranty shall also be void under the following conditions: If the unit is broken or damaged for any reason; or if the unit's size is greater than 60 square feet; or if the unit is not installed in accordance with WESTERN'S recommended glazing instructions; or if the unit is not properly weeped to avoid accumulation of moisture or water onto the edges; or if the unit is installed in other than a vertical plane; or if the unit is subjected to stresses resulting from localized application of heat causing excessive temperature differentials over the glass surfaces or edges, excessive vibration or a movement of building or foundations; or if unit is subjected to high humidity, such as pools, steam rooms or saunas; or if coatings or films have been applied after manufacture; or if any type of decorative art glass is sealed between panes; or if units have been altered by others.

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Claims under this warranty must be made in writing, accompanied by proof of purchase, as soon as practicable after discovery of the defect and in all events within the applicable warranty period and prior to the beginning of any repair work to: WESTERN WINDOW SYSTEMS, 2200 E. Riverview Dr., Phoenix, Arizona 85034. WESTERN reserves the right to have any unit alleged as being defective under this warranty returned to the factory for inspection within 60 days after delivery of the replacement unit, and prior to issuing credit as outlined above. No distributor, dealer or representative of WESTERN has the authority to change or modify this warranty, either orally or in writing, in any respect.

In the event WESTERN determines to deviate from any of the conditions of this limited warranty, it shall not be construed as a waiver of any condition nor a continuing waiver of the condition temporarily waived.

This limited warranty is effective for all insulating glass units manufactured by WESTERN WINDOW SYSTEMS and sold to original homeowners directly or by a third party after July 1, 2023, and all previous warranties shall be considered null and void as to such products.