Limited Lifetime Warranty

At Win-Gate LLC, our mission is to craft windows and doors that elevate the design of your home while standing the test of time. As with any product warranty, there are certain limitations and disclaimers that must be included so that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible. Whether you are an architect, builder, or homeowner, we are committed to supporting you at every step and are proud to extend the following warranties.

AT A GLANCE (WARRANTY SUMMARY)

Residential Single-Family Applications (Original Purchaser)

Frame structure and finish– Lifetime – Transferable for up to 10 years
Insulated Glass - Lifetime – Transferable for up to 10 years.
Mechanical Hardware - Lifetime – Transferable for up to 10 years.
Electronic Hardware – 2 years

Commercial and or Multi-family Applications (Including Schools, Hospitals, Storefronts, etc.)

Frame structure and finish– 7 years
Insulated Glass – 7 years
Mechanical Hardware – 2 years
Electronic Hardware – 2 years

Terms and Conditions

The warranties describe above cover only manufacturing defects and do not include defects or damages caused by, or as the results of, any of the following circumstances; failures caused by the following are not covered by this warranty:

- The neglect, abuse, improper handling and/or improper storage of the product.
- Any modification or alteration to the product.
- The improper installation or use of the products by the Original Purchaser, his agents, assignees, or invitees.
- Structural settlement, vibration, occurrence of accidents, vandalism, fire, floods, acts of nature including, but not limited to, localized heat exceeding 150 degrees Fahrenheit, earthquakes, and hurricanes, product abuse, harmful fumes, vapors, or chemicals.
- Temporary metal bowing from direct sun exposure (solar expansion).
- Slight fading and/or color variations of the paint and anodized finishes caused by normal aging or uniform weathering.
- Failure resulting from installation in high moisture areas.
- Glass and aluminum finishes possess natural imperfections. Win-Gate uses the government ASTM guidelines according to {AAMA 2605-3: 5.0/5.2 for all glazing to be visibly free from flow lines, streaks, blisters, or other surface imperfections in the dry film state on exposed surfaces.
- Torn or ripped screens for any cause that happens after installation.
- The improper removal of any permanent warning or identification labels from the product or products.
- Installation of the product or products outside of the United States of America.

With respect to insulated glass products, the above warranties cover only manufacturing defects related to the insulated glass unit and do not include defects or damages caused by, or as the result of, the following circumstances:

- Minor blemishes in the glass that do not significantly impair the structure or vision through the glass including slight glass curvature.

- Standard color variation or variations of the glass.
- Scratches on the glass surface caused by improper cleaning, the use of metal scrapers or razor blades.
- Spontaneous breakage caused by stresses arising from extreme glass surface temperature differentials or caused by building settlement or movement.
- Condensation on the surfaces of the window and/or glass, which may occur as the natural result of humidity and temperature differentials.
- The very gradual, natural migration of inert gas in-fills used in insulated glass units.
- Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.
- Installation in high moisture areas (i.e., Swimming pool enclosures).
- Installation in high vibration areas (i.e., Airports).

For quality assurance purposes, all window products should be inspected by the Original Purchaser prior to, or at the time of installation or upon transfer of title to the Original Occupant.

The foregoing warranty and remedies are exclusive and are made expressly in lieu of all other warranties, expressed or implied, whether in fact or by operation of statutory law or otherwise. Win-Gate neither assumes nor authorizes any other person or entity to assume for it any other liability in connection with the sale, installation, or use of the product. In no event will Win-Gate be liable to the purchaser for any damages including but not limited to, any direct, incidental, or consequential damages arising out of or relating to the sale, installation, or use of or inability to use the product or any claim by any other party. Win-Gate makes no warranty whatsoever with respect to accessories or parts not supplied by Win-Gate .

The warranties cover materials only and Win-Gate does not assume any expense or responsibility involved with the removal and/or reinstallation of any replacement parts. Win-Gate's obligation under the warranties is expressly limited to, at Win-Gate's option, replacement or repair of any defective part or component. Win-Gate reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued models, parts or components may be replaced with an equivalent part at the sole discretion of Win-Gate. Replacement products may not match the color of the original product or the color of the existing windows and doors on the project, as color variation can occur due to aging, weathering, dye lot differences, or other factors. Win-Gate will not be responsible or liable for any color discrepancies associated with any replacement product and will not be required to ensure that the replacement product matches the color of the original product being replaced or any of the windows or doors that remain in the home.

Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. These warranties give you specific legal rights and you may also have other rights, which vary from state to state.

Dispute Resolution Process

You and Win-Gate agree that any Dispute arising out of or related to the Win-Gate products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term “Dispute” shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute,

regulation, ordinance or common law) arising out of or related to your Win-Gate products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Win-Gate products) and/or the validity or enforceability of this Warranty.

Notice of Dispute
The first step in the Dispute Resolution Process is for you and Win-Gate to attempt to resolve your dispute informally.
To initiate the Dispute Resolution Process, you must provide Win-Gate with a Notice of Dispute. You can do so either by contacting your Win-Gate Sales Representative or by calling Win-Gate at 1-615-447-5538.

Response by Win-Gate
Win-Gate will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Win-Gate is willing to do relative to your Dispute.

If you and Win-Gate are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration.

Failure to Follow Procedures or Processes
The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document.