



CUSTOM WINDOW SYSTEMS, INC. ("CWS") ALUMINUM FRAME WINDOW & DOOR LIMITED WARRANTY

IMPORTANT NOTICE REGARDING YOUR RIGHTS: Read this entire CWS Limited Warranty ("Limited Warranty"), including all limitations, disclaimers, the agreement to arbitrate, and the class action waiver before purchasing, installing or using Your Custom Window Systems Aluminum Frame Window or Custom Window Systems Aluminum Frame Door ("CWS Aluminum Product") as they contain important information regarding Your rights. Before installing or using Your CWS Aluminum Product, please read the *CWS Use & Care Guide* for the required care and maintenance of Your CWS Aluminum Product (available on cws.cc). Custom Window Systems, Inc. ("CWS") is not responsible for any loss or damage resulting from the use of Your CWS Aluminum Product inconsistent with the instructions or information set forth in the *CWS Use & Care Guide* or Limited Warranty. By purchasing, installing or using Your CWS Aluminum Product, You are acknowledging that this Limited Warranty is part of the terms of sale and You are agreeing to the terms, conditions, disclaimers, limitations, and waivers in this Limited Warranty. You further acknowledge and agree that the price of the CWS Aluminum Products reflects all the terms of the Limited Warranty, including the Disclaimer of Implied Warranties, Limitation of Liability, and Limitation of Remedies, and that without their inclusion, in whole or in part, the price of the CWS Aluminum Products would be substantially higher. If you do not understand any of the terms of this Limited Warranty or the Agreement to Arbitrate, consult an attorney.

A. Disclaimer of Implied Warranties, Limitation of Liability, and Limitation of Remedies.

This Limited Warranty is the sole and exclusive warranty for Your CWS Aluminum Product and is the only warranty, written or oral, for Your CWS Aluminum Product. **NEITHER CUSTOM WINDOW SYSTEMS, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES, REGARDING YOUR CWS ALUMINUM PRODUCT, AND CUSTOM WINDOW SYSTEMS, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES AND SELLER DISCLAIM OR EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** This disclaimer of implied warranties may be limited or ineffective if You are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the applicable express Limited Warranty for the products in question.

This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF CUSTOM WINDOW SYSTEMS, INC. UNDER THIS LIMITED WARRANTY) SHALL CWS, ITS PARENT COMPANIES, ITS SUBSIDIARIES OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY CWS ALUMINUM PRODUCT.** "Seller" is defined to include the party and dealer Your CWS Aluminum Product was purchased from. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to You.

THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER OR USER, AND THE SOLE LIABILITY OF CUSTOM WINDOW SYSTEMS, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF CWS, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF CUSTOM WINDOW SYSTEMS, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES, OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products or components may not be the same as the original, but will be a similar current product and may not match the original. Even where CWS chooses to repair or replace product or component within the respective periods covered as set forth below, the costs covered by this warranty do not include any labor costs for repairing or replacing the product or component, or any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable CWS product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If You are provided any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or component, or refund of the purchase price), then Purchaser and/or User agree that this limitation of remedy shall not have failed of its essential



purpose.

Purchaser and User acknowledge and agree that limiting any potential recovery to the purchase price of the product (or replacement of product) is an appropriate allocation of risk between Custom Window Systems, Inc., seller, and the purchaser/user given the inherent risks and uncertainties inherent in construction outside of CWS's and seller's control such as product storage, installation, finishing, etc.. Purchaser and user acknowledge and agree that limiting any potential recovery to the purchase price of the product (or replacement of product) is reflected in the purchase price of the product, and without this limitation the purchase price of the product would be significantly higher. If the purchaser and/or user would like different Disclaimer of Implied Warranties, Limitation of Liability, or Limitation of Remedies, or other term of this Limited Warranty, which could substantially increase the price of the product, purchaser and/or user may contact a corporate officer of Custom Window Systems, Inc. to discuss different terms and a different product price. Any such agreement is only valid if signed in writing by a corporate officer of Custom Window Systems, Inc.. An electronic signature will not satisfy this provision.

No dealer, distributor, parent company, or subsidiary is authorized to modify this Limited Warranty or make a warranty or create any obligation on Custom Window Systems, Inc.'s behalf.

B. Agreement to Arbitrate and Class Action Waiver ("Arbitration Agreement")

YOU and Custom Window Systems, Inc. and its parent companies and subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR CWS PRODUCTS (INCLUDES CWS GOODS AND CWS SERVICES, AND IS NOT LIMITED TO CWS ALUMINUM WINDOW AND DOOR PRODUCT) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. In the United States, any disputes arising out of or relating to Your CWS Products shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, if available (otherwise under its Consumer Arbitration Rules), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition, if Your CWS Products were purchased directly or indirectly from a CWS Branded Distributor, You and the CWS Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your CWS Products and waive the right to have a court or jury decide Disputes. **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR CWS PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Custom Window Systems, Inc. no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your CWS Goods. To opt out, You must send notice by email to info@cws.cc with the subject line "Arbitration Opt Out" or by calling 866-875-5518. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your CWS Products. Lien and/or collection actions by Custom Window Systems, Inc. or a CWS Branded Distributor to collect unpaid invoices or debts not involving product defect or performance claims are exempt from this Arbitration requirement.

C. Covered Parties and Products

This Limited Warranty applies to the original purchaser, and to the extent any limited warranty is transferrable-to that subsequent owner (also referred to as "You" or "Your"). This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term "You" and "Your" is both singular and plural as the case may be. This Limited Warranty applies to CWS Aluminum Products purchased on or after September 30, 2024, and installed within the United States and Canada. This Limited Warranty supersedes all prior Limited Warranties for CWS Aluminum Products sold on or after September 30, 2024.



D. Limited Warranty Coverage, Coverage Limitations, Transferability, Shipping Charges, and Notice.

Limited Warranty Coverage

If You provide CWS notice of a defect in materials or workmanship that significantly impairs the operation and function in Your CWS Aluminum Product as set forth below within the timeframe specified below that starts from the date of sale by a CWS authorized dealer to the original purchaser, CWS shall, at its sole option: 1) have the defective part(s) or product(s) repaired or replaced or 2) have the original purchase price refunded. Repairs or replacements will be the closest equivalent current product or component and may not match the original. Normal wear and fading are not covered, with additional clarification provided in the Limited Warranty Coverage Limitations. This Limited Warranty does not cover labor or shipping charges.

	Residential	Commercial
Frame	10 Years	5 Years
Frame Finish	10 Years	5 Years
Hardware, Screen & Moving Parts	10 Years	3 Years
Insulated Glass	20 Years: 100% of glass price. 21-50 Years: 75% of glass price. 51+ Years: 50% of glass price.	10 Years
Laminated Glass	10 Years	5 Years
Stress Cracks	1 Year	1 Year
Transferability	Single Transfer after initial owner	Non-Transferrable

Limited Warranty Coverage Limitations

Damage, defects or other issues resulting from causes outside CWS's control are excluded from coverage under the Limited Warranty.

Notice of Defect

You must notify CWS within the Limited Warranty period for Your CWS Aluminum Product of any alleged defect. Your notice must also be within one (1) year after any defect covered by this Limited Warranty is discovered by You. Any claims received outside the Limited Warranty period for the CWS Aluminum Product or the one (1) year from defect discovery are barred.

E. Conditions Applicable to All Sales of CWS Aluminum Product.

Limitation of Warranty

FAILURE TO COMPLY WITH ANY CWS INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE PURCHASER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This Limited Warranty does not extend to the use of CWS Aluminum Product under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling or under conditions not reasonably foreseeable to, or beyond the control of, CWS. Purchaser and User assume all risk of any such use.

Allocation of Risks of Product Performance

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. CWS is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install CWS Aluminum Product in accordance with best practices and the applicable building codes; or the use of CWS Aluminum Product in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of CWS Aluminum Product,



as well as the design and installation of flashing and sealing systems, is the responsibility of Purchaser or User, the architect, contractor, installer or other construction professional and is not the responsibility of CWS. All risks related to building design and construction, or the maintenance, installation and use of CWS Aluminum Product shall be assumed by Purchaser and/or User.

IMPORTANT NOTICE: CWS Aluminum Products **should not** be used in barrier wall systems which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, **CWS makes no warranty of any kind on, and assumes no responsibility for, CWS windows and doors installed in barrier wall systems. In the states listed above, the installation of CWS Aluminum Product in EIFS or similar barrier systems must be in accordance with best practices and local code for that type of construction.**

F. DISCLAIMERS – WHAT THIS LIMITED WARRANTY DOES NOT COVER.

The following are not considered defects in materials or workmanship under this Limited Warranty, and CWS is not responsible for and makes no warranty as to:

1) Product failure, loss or damage due to:

Normal Wear & Tear

- Normal wear and tear, normal fading
- Naturally occurring changes such as tarnish, corrosion, oxidization or discoloration of hardware finishes or component part(s).
- Ripping, tearing or other damage not the fault of CWS to window screens associated with wear and tear through product use.

Environment & External Conditions:

- Structural settlement, movement or vibration
- Extreme weather events. Extreme or unusual atmospheric conditions. Hurricanes, earthquakes, tornadoes, floods, derechos, extremely high wind and driving rain, etc.
- Acts of God
- Wars, insurrection, civil unrest, pandemics, terrorism, or similar conditions.
- Acid rain, chemical or airborne pollutants, and other corrosive elements.
- Insects, including grasshoppers.

Improper Care, Storage & Handling

- Damage which is a result of the failure to maintain the windows according to the maintenance instructions and/or failing to rinse the windows on a quarterly basis.
- Damage caused by inappropriate finishes, razor blades, solvents, brick wash or cleaning chemicals.
- Improper storage, handling, installation, finishing, use, misuse, modification or maintenance.
- Accidents, including glass breakage not the fault of CWS, misuse, abuse, alterations, improper handling, operation or cleaning.
- Repairs, alterations, or modifications performed by anyone other than CWS (or one of its subcontractors or CWS approved warranty service providers).
- Mechanical abrasion to finishes.

Post Sale Modifications, Installation, and Service

- Application of after-market window films or other treatments to glass surfaces.
- Non factory-applied finishes applied sealants or caulking which are not a part of approved warranty service. Finishes applied by the local dealer/contractor and finishes of non-CWS products are not covered by this warranty.
- Improperly installed security systems.
- Damage caused by accessory products not manufactured by CWS.
- Products with modifications that are not approved by CWS.
- On some installations, caulking is used to seal the frames or trim package against water or air penetration. Caulking is not considered a part of the CWS product, and therefore, is not covered under this Limited Warranty. Caulking is normally considered a maintenance responsibility of the homeowner.



Non-CWS Product & Building Structure

- The purchase, damage, repair or replacement of non-CWS products.
- Finish failure or any other losses arising from defects in the existing structure.
- Finishing or modifying the structure containing the repaired or replaced product.
- The purchase, damage, repair or replacement of non-CWS products.

Other

- Products that have not been paid for in full.
- Damage caused by high in-home humidity (interior room side condensation, frost and mold). Please see the *Condensation Service & Maintenance* brochure for more information on condensation, available at cws.cc. Condensation on windows or doors, which may occur as the natural result of humidity within the house or building and interior/exterior temperature differentials, does not indicate a defect in the window or door and is not included in this Limited Warranty.

2) Minor imperfections in the product:

- Minor imperfections or variations,, including but not limited to minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision and minor variations in glass color.
- Variations in color, texture or natural characteristics.

3) Installation inconsistent with installation instructions, code, and best practices:

- Damage resulting in whole or in part from installation inconsistent with installation instructions, code, or best practices.
- Products subjected to conditions outside product design specifications.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by CWS or not built in accordance with CWS's recommendations for mulling and combining CWS products.

G. Additional Information and Miscellaneous Terms.

Certifications and Ratings

Many CWS products are labeled with certifications and data that are based on a single sample of the product at the time of manufacture. Ratings are based on a combination of computer simulations and physical testing of product samples. Performance of individual products may vary and will change over time, depending on conditions of use.

Argon

For CWS products labeled as having Low-E insulating glass with argon, CWS injects argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. CWS makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

Impact Rated Product

It is not a manufacturing or material defect if the window glass shatters, or the screen is damaged when impacted by high winds and/or wind-borne debris and the glass remains adhered to the interlayer. There is also no manufacturing or material defect if flying glass or wind-borne debris damages the frame or screen. It is not a manufacturing or material defect if the window glass shatters or the screen is damaged when impacted by high winds and wind-borne debris that exceed the established parameters in the below mentioned codes. CWS impacted rated products are manufactured to meet or exceed codes mandated by legislation for areas where high winds may occur. When properly installed according to the published instructions, all CWS impact rated products have been tested and certified to meet the following recognized standards for areas where high winds and wind-borne debris become a factor. American Society for Testing and Materials (ASTM)-E1886 and E1996; Southern Building Code Congress International (SBCCI)-SSTD 12; Texas Department of Insurance (TDI)-TDI 1-98.

Claim Procedure

Claims may be made by writing to **Custom Window Systems, Inc., Customer Service, 1900 SW 44th Avenue, Ocala, Florida 34474**, by calling Customer Service at 800-327-3086. In order for us to respond quickly please provide the following information if available:



- a) Claimant's name, address and phone number and where the product can be inspected;
- b) Product identification which includes a Sales Order Number and date that could be found on the order/invoice or from a product label attached to the product;
- c) A description of the concerns with the product (photographs are helpful); and
- d) A brief summary of what has been done so far to address the issue.

Not a Warranty of Future Performance or a Statement of Useful Life

This Limited Warranty is not a warranty of future performance and it is not a statement of the useful life of any CWS products, but a warranty to repair, replace or refund as described by this Limited Warranty.

Product Changes and/or Discontinued Product

CWS reserves the right to discontinue or make changes to an existing product. If the original or component product is unavailable, CWS shall have the right to substitute such part or component that is determined to be the closest available practical replacement and/or repair.

No Waiver

CWS 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 it shall not constitute a waiver of CWS's right to strictly enforce this Limited Warranty in any or all other circumstances.

No Modifications

By purchasing, installing or using the product covered by this Limited Warranty, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Warranty. This Limited Warranty may only be modified by written agreement signed in writing by a corporate officer of Custom Window Systems, Inc. An electronic signature will not satisfy this provision. No dealer, distributor, parent company, or subsidiary is authorized to modify this Limited Warranty or make a warranty or create any obligation on CWS' behalf.

For the most up-to-date warranty information, see <https://www.cws.cc/>.

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