



## CHERRY CREEK DOOR & WINDOW COMPANY, INC.

EXPRESS LIMITED WARRANTY FOR CHERRY CREEK PRODUCTS (DOC. #1110 EFF. 10/1/2015)

This Express Limited Warranty applies to windows and doors manufactured by Cherry Creek Door & Window Company, INC. (herein known as Cherry Creek), purchased on or after the Effective Date and extends to the owner of the structure in which the products are originally installed. This Express Limited Warranty is fully transferable. This Express Limited Warranty is applicable only to products installed in the U.S.A.

### I. GLASS COMPONENTS

Glass manufactured by Cardinal Industries with Endur spacers, installed into a Cherry Creek product by Cherry Creek factory is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for **twenty (20) years**. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years. All other glass features including appearance are provided with the same warranties, limitations, and exclusions Cherry Creek receives from its supplier.

Glass manufactured by Cherry Creek, or any other manufacturer other than Cardinal, that is installed into a Cherry Creek product by Cherry Creek factory is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for **ten (10) years**. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years.

- a) During the first two (2) years of warranty coverage, Cherry Creek's obligations under this warranty shall be limited to, at its option and expense, removal and replacement of the defective insulated glass units into original frame.
- b) After two (2) years from the date of order through the remaining years of warranty coverage, Cherry Creek's obligations under this Warranty shall be limited to, at its option and expense, repair or replacement of the defective insulated glass units which it determines to be defective in material or workmanship under normal use and service, excluding any charges associated with removal, delivery, installation, and refinishing or repair of associated wood frames/stops. Repaired/replaced insulated glass shall be provided F.O.B. King County, Washington.

### II. NON-GLASS COMPONENTS

Cherry Creek warrants that all hardware and non-glass components of Cherry Creek-manufactured products shall be free from defects in material and workmanship that would render them unserviceable or unfit for ordinary use for which they were supplied for a period of two (2) years.

- a) Cherry Creek's obligations under this warranty shall be limited, at its option to (1) repair any window/door with without charge, (2) replace any window/door without charge in whatever stage of fitting and/or finishing it was in when originally delivered by Cherry Creek, (3) provide a comparable new Cherry Creek replacement part or (4) refund the price of the defective part.

### III. EXCLUSIVE REMEDY

This Express Limited Warranty is made as of the original purchase date and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Express Limited Warranty, Cherry Creek will, at its option, repair or replace the product or component in the original state delivered, or refund the price paid for the defective part or product per specifics outlined above in Sections I and II. Removal, installation, finishing and disposal costs and services, unless covered under Sections I (a) and II (a), is not included. Cherry Creek will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement components and glass are warranted for the remainder of the original product warranty.

### IV. INSTALLATION AND FINISHING

Installations performed by Cherry Creek employees of any products are warranted for a period of one (1) year from the date of original installation. During this period, should the products fail to perform according to the manufacturer's specifications due to improper original installation, Cherry Creek will bring the workmanship up to Cherry Creek's professional standards, at no cost to homeowner.

This Express Limited Warranty on installation does not extend to labor/services performed by anyone other than the original authorized Cherry Creek installer, nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation.

Finishes, if performed by Cherry Creek employees, shall be acceptable to Cherry Creek's standards for a period of thirty (30) days from delivery to homeowner. Under this warranty Cherry Creek may make repairs to any finishes in the specific areas where deemed not to meet Cherry Creek's standards. Under no circumstances will Cherry Creek be responsible for providing materials needed for finishing repairs.

## **V. EXCLUSIONS**

Damage, defects, or problems resulting from causes outside of Cherry Creek's control are excluded from coverage under the Express Limited Warranty. Such causes include, without limitation:

### **Installation, Maintenance, and Acts of God**

- installation not in conformance with applicable building codes
- improper handling, storage and/or non-standard field finishing
- non-standard installation, such as non-vertical or sloped glazing, upside down, or out of square/plumb
- installation or use in applications exceeding design standards
- field mulls; field finishes
- insulating glass installed above 5000 feet without capillary tubes
- installation or use near pools, saunas, hot tubs, or other high-humidity environments
- failure to follow Cherry Creek's care and maintenance instructions
- failure to properly treat, seal, and maintain exposed wood
- use of brick wash or other inappropriate cleaners or chemicals
- misuse, of abuse, modification, alteration, accident, negligence
- shifting or settling of the structure in which the product is installed
- extreme weather events, extreme or unusual atmospheric conditions
- normal wear and tear, normal discoloration or fading and finishes
- variation in wood color, texture, and grain
- rattling of grilles in between glass
- use of films or coatings on glass
- doors exposed directly to rain water or without adequate roof overhang
- pitch bleed
- joint separation, paint bubbling or cracking resulting from use of dark paint finishes
- glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- war, insurrection, civil unrest, terrorism, or other Acts Of God

### **Warp**

Bow, twist and warp shall not be considered defects unless in excess of 1/4" in the plane of the door or window. Doors 8' or higher ordered without multi-point hardware are not warranted against bow, twist or warp. Actions on claims for bow, twist, or warp on Cherry Creek manufactured products may be deferred at Cherry Creek's option for a period not to exceed twelve (12) months after installation to permit the door or window in question to acclimate to temperature and humidity conditions.

### **Moisture Management**

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Express Limited Warranty.

### **Thermal Efficiency**

Cherry Creek does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time, and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. Cherry Creek does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

### **Condensation**

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Express Limited Warranty.

### **Corrosion**

Except as expressly provided in this Express Limited Warranty, finish failure or corrosion of hardware or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Express Limited Warranty. The environment within one mile of an ocean coastline or other salt water source can be extremely corrosive; some finish deterioration is normal in these environments.

### **Screens**

Screens are not designed to, and will not prevent falls.

### **Window Opening Control Devices**

Window Opening Control Devices (WOCDs) are not a substitute for careful supervision of children. WOCDs must be tested at least monthly. Follow all safety information and instructions provided with WOCDs.

### **Special Items and Products**

A "Special Items" or "Special Products" are those items and products manufactured by Cherry Creek made to meet specific requirements of a customer or construction project that do not conform to Cherry Creek's standard manufacturing specifications. Representation in product literature does not qualify products for non-special/standard status. Cherry Creek does not warrant or guarantee any such items or products, nor is any such item or product warranted or guaranteed to meet any specific window/door test. Under the circumstances, Cherry Creek cannot and will not assume responsibility in any respect for these items or products either with respect to their operation or function.

### **Non-Cherry Creek Manufactured Products**

There are numerous products and components supplied by Cherry Creek that are covered by their manufacturers' separate warranties. These include, but are not limited to, such items as windows, doors, electric operators, fiberglass screen cloth, and numerous hardware items such as mechanical parts of locks and window operators/locks. We will assist you in recovering any Warranty claim that may arise on these types of items and will provide copies of these warranties upon request.

## **VI. DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS**

### **Disclaimers**

This Express Limited Warranty is in lieu of all other warranties, express or implied, provided by Cherry Creek. No customer, distributor, sales person, dealer, retailer or other representative of Cherry Creek has the authority to alter or change these warranties either orally or in writing. There are no implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, or any other warranties that extend beyond this Express Limited Warranty. Any product or component not specifically subject to this Express Limited Warranty or another written Cherry Creek product warranty is provided AS IS and without warranty. This Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY CHERRY CREEK PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

### **Limitations**

In no event will Cherry Creek be liable for any costs of shipping, taxes, disassembly, removal, or reinstallation of the product or any part, including, the insulated glass, painting, staining, or any other activity necessary in finishing the reinstallation or for any INCIDENTAL OR CONSEQUENTIAL DAMAGES or LOSS to other property. In no event will Cherry Creek's liability exceed the price paid for the affected product or component. The limitations of warranty and liability set forth herein shall survive and apply, even if the remedy set forth in this Express Limited Warranty is found to have failed its essential purpose.

### **Mediation and Arbitration**

In the event of any disagreement or dispute between Cherry Creek and any customer relating to this Warranty, any agreement between Cherry Creek and a customer, any Cherry Creek product or any dealings between Cherry Creek and a customer, or any claims under state or federal law, the parties shall submit such disagreement or dispute initially to mediation. If they are unable to resolve the disagreement or dispute by mediation, the matter will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or another similar association or service mutually agreeable to the parties. The mediation and arbitration shall be carried out in Seattle, Washington and judgment upon the award rendered pursuant to such proceeding may be entered in any court having jurisdiction thereof.

### **Suitability**

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Cherry Creek product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Cherry Creek will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Windows and doors are only one element of a structure; Cherry Creek does not warrant that third party certification of a building or project to any specific standard will be achieved through the use of any Cherry Creek product.

### **No Waiver**

Cherry Creek 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 shall not constitute a waiver of Cherry Creek's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Express Limited Warranty in any or all other circumstances.

### **Warranty Claims**

Written notice of any claim under this Warranty must be given to Cherry Creek Door & Window Co., Inc., 2420 N 45<sup>th</sup> St, Seattle, WA 98103, within thirty (30) days of discovery, and in any event, within the above stated warranty period. In case of a defect reasonably discoverable by inspection of any product upon receipt of shipment from Cherry Creek, notice must be given within thirty (30) days thereafter and before the product is installed. No Warranty or warranties shall apply in the absence of such notice. After receipt of notice, a representative of Cherry Creek will examine the claim and advise the customer concerning its disposition. Cherry Creek shall not be liable for any product repaired or replaced without its prior written consent.