

CHERRY CREEK DOOR & WINDOW COMPANY, INC.

EXPRESS LIMITED WARRANTY (DOC. #1112 EFF. 12/1/2023)

This Express Limited Warranty applies to the **installation of new products, service, and/or finishing** of products 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 and is limited only to products installed in the U.S.A.

I. INSTALLATION OF NEW PRODUCTS

In addition to any warranty extended to the customer directly from the manufacturer of the product or materials used in the installation, Cherry Creek warrants the workmanship of installation for any new products installed by a Cherry Creek employee for a period of one (1) year from the date of original installation.

II. SERVICE

Service labor performed by a Cherry Creek technician on previously installed windows or doors, carries no warranty. Service labor may include, but is not limited to, repairs, adjustments, or the installation of replacement components such as glass, hinges, locks etc... The warranty of any components or parts used in service will not extend beyond that which is supplied by the manufacturer. Service work does not extend the original product warranty.

III. FINISHING OF PRODUCTS

Workmanship of application of finishes on products by Cherry Creek employees shall conform to Cherry Creek's professional standards for a period of thirty (30) days from delivery. Beyond the thirty (30) days, the appearance, functionality, and maintenance of the finish becomes the responsibility of the purchaser.

IV. EXCLUSIVE REMEDY

If Cherry Creek determines that an installed product has failed to perform according to the manufacturer's specifications due to improper installation, or if the finish is not deemed to meet Cherry Creek's application standards during the respective warranty periods, Cherry Creek is committed to rectifying the workmanship to meet Cherry Creek's professional standards, at no cost to the homeowner. Cherry Creek reserves the right to charge a service fee if it is determined that the issue was not a result of poor or faulty workmanship of installation or finishing on the part of Cherry Creek.

V. LIMITATIONS

This Express Limited Warranty does not extend to labor, services or finishing performed by anyone other than Cherry Creek, nor to the installation, finishing, or repair of any other materials that have been applied to, or adjacent to, the product after the initial installation. Beyond the periods specified in this Express Limited Warranty, in no event will Cherry Creek be liable for any costs of shipping, taxes, disassembly, removal, finishing, installation, or reinstallation of any product or any part. Under no circumstances will Cherry Creek be responsible for providing materials needed for finishing, repairs, 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 installation or finishing of 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.

VI. EXCLUSIONS

- variations in appearance of finishes due to wood color, texture, and grain
- joint separation, paint bubbling, or cracking resulting from product moisture content or use of dark finishes
- pitch bleed
- appearance of finishes affected by shipping, handling, or installation
- peeling, cracking, or separation of sealants
- damage caused by extreme weather events or unusual atmospheric conditions
- damage caused by failure to follow manufacturer's care and maintenance instructions
- damage caused by use of brick wash or other inappropriate cleaners or chemicals
- damage due to installation near pools, saunas, hot tubs, or other high-humidity environments
- damage due to misuse, abuse, modification, alteration, accident, negligence
- damage due to shifting or settling of the structure in which the product is installed
- cracks in drywall, plaster, or wood
- damage caused by war, insurrection, civil unrest, terrorism, or Acts Of God
- damage caused by failure to properly treat, seal, and maintain exposed wood
- damage that may occur during attempts to service

VII. DISCLAIMERS 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, salesperson, 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, component, labor, or service 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 PRODUCT OR SERVICE, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

Mediation and Arbitration

This Limited Warranty is governed by the United States Federal Arbitration Act and Washington state law, without reference to any applicable conflict of laws rules. Any dispute arising out of or relating to this Limited Warranty will be resolved by binding arbitration, rather than in court. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Cherry Creek Door & Window Co., Inc., 2420 N 45th Street, Seattle, WA 98103. The arbitration will be conducted by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules, or a similar association or service if mutually agreed to by the parties. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. Arbitration will be conducted in Seattle, Washington or at another mutually agreed upon location. YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration, you and Cherry Creek each waive any right to a jury trial.

Suitability

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

No Waiver

Cherry Creek may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall be in writing, within an order contract, and will 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 45th St, Seattle, WA 98103, within thirty (30) days of discovery, and in any event, within above stated warranty periods. 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.