



UNILUX Limited Warranty

Effective: 02/2008

Thank you for selecting UNILUX products. UNILUX follows a unique tailor-made brand manufacturing philosophy. According to our specifications we manufacture in Germany your tilt & turn windows, balcony and entry doors as well as components for the curtain wall system FINELINE with careful workmanship in the most up-to-date manner and complete attention to details with highly automated machines under strict quality control.

We bring products of the highest quality with reliable service and a comprehensive warranty to our distributors and dealers.

Subject to the conditions and limitations contained herein, UNILUX makes the following exclusive general Limited Warranties for UNILUX products installed within the United States of America, Canada, Europe, the Middle and Near East.

General Limited Warranties for materials and workmanship for specified UNILUX products

This General Limited Warranty applies only to the following UNILUX products and components:

- LIVINGLINE, MODERNLINE, ULTRATHERM or FINELINE (aluminum clad wood) windows
- Aluminum clad wood entry doors
- MEISTERFENSTER (wood) windows
- HIGHLINE (wood) Entry Doors
- PREMIO or STUDIO (vinyl) windows
- AKZENTLINE (vinyl) entry doors

Variations of the warranty conditions are valid only if expressed in writing in the order confirmation by UNILUX.

Important notice: Read this entire UNILUX Limited Warranty and Limitation of Liability („Limited Warranty“) before purchasing or installing this product. By installing or using this product you are acknowledging that this Limited Warranty is part of the terms of sale.

All electrically operated devices or components are manufactured by others, and it is the policy of UNILUX to provide for these devices a warranty that such electrically operated devices and components shall function error-free for a period of one (1) year following the date of delivery from UNILUX AG (*ex works Salmtal/Germany, Incoterms 2000*).

A. Two (2) Year Limited Warranty for exterior finishes of MEISTERFENSTER (wood) windows and HIGHLINE (wood) entry doors and accessories

UNILUX warrants all factory coated (not stained) exterior wood finishes of the models MEISTERFENSTER Windows and HIGHLINE entry doors for a period of two (2) years from the date of delivery with respect to defects in manufacturing, materials and workmanship.

UNILUX does not recommend the use of stain or clear coat finishes on exterior surfaces.

The warranty period for originally supplied components or accessories (e.g. screens, roller shutters, etc.) is two (2) years from date of delivery.

B. Five (5) Year Limited Warranty for products and components other than pre-anodized powder coated aluminum claddings

All parts of windows, balcony and entry doors except for exterior paint on MEISTERFENSTER (wood) windows and HIGHLINE (wood) entry doors, including glass components, will be free from defects in manufacturing, materials and workmanship that significantly impair their proper operation and function for a period of five (5) years from the date of delivery from UNILUX AG (*ex works Salmtal/Germany, Incoterms 2000*), subject to the following conditions, limitations and exclusions.

This Limited Warranty covers vinyl veneers for exterior use laminated on aluminum or UPVC only if the high performance film type RENOLIT FAST is ordered which can withstand even extreme climatic variations. RENOLIT FAST films provide outstanding color fastness and gloss stability. (see UNILUX Technical Manual Index 6).

C. Ten (10) year special coastal aluminum paint Limited Warranty for pre-anodized powder coated clad products against Filiform Corrosion

UNILUX warrants for a period of ten (10) years from the date of delivery from UNILUX AG that all products with powder coated aluminum cladding which have the optional pre-treatment procedure based on pre-anodizing instead of normal chromizing shall be free from Filiform Corrosion. Concerning pre-anodizing and preventing Filiform Corrosion see UNILUX Technical Manual Index 6 or VFF Guidance sheet AI.01.

If UNILUX is given a notice of a defect covered by this coastal aluminum paint Warranty caused by typical form of Filiform Corrosion UNILUX will either provide replacement of the corroded parts or refund the original purchase price, as determined by UNILUX.

Conditions applicable to all sales of UNILUX products and what is not covered by this Limited Warranty

Limitation of Warranty: Failure to comply with UNILUX installation and maintenance instructions voids all warranties. This Limited Warranty does not extend to the use of this product under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labelling and/or regulations described in the UNILUX Technical Manual or Guidelines, or under conditions not reasonably foreseeable to, or beyond the control of, UNILUX.

Buyer and user assume all risk of any such abnormal use. UNILUX expressly disclaims any liability for incidental or consequential damages, including damages for lost profits.

Important Notice: UNILUX products should not be used in barrier wall systems which do not allow for proper management of moisture within the wall systems, such as finish systems, (EIFS) (also known as synthetic stucco) or similar systems.

Warranty exclusions This UNILUX Limited Warranty does not apply to any of the following:

1. Product failure, loss or damage due to

- Damage incurred during or after installation, including but not limited to ripped, cut, torn or bent screen wire
- Accidental glass breakage, including but not limited to cracks, blemishes or scratches inside the air space of the insulating glass.
- Normal wear and tear or discoloration of finishes, including the standard vinyl veneer and tarnishing of brass.
- Damage as a result of improper storage, handling, installation, finishing, use, cleaning, modification, building construction design or maintenance.
- Damages that occur during delivery by others.
- Installation inconsistent with UNILUX installation instructions.
- Warp less than $\frac{1}{4}$ " in the plane of balcony or entry door leaf. For doors larger than 3/0 x 7/0 ft., warp less than $\frac{3}{8}$ " in the plane of the leaf.
- Abuse, misuse, flood, fire, or acts of God.
- Products used in non-vertical glazing applications.
- Combinations not built by UNILUX or not built in accordance with UNILUX recommendations for mulling and composing windows.
- Mechanical abrasions to finishes.
- Non-factory applied finishes, sealants, or caulking.
- Structural settlement or movement, vibration, or excessive localized heat or contact with flame.
- High moisture environments (including pools, hot tubs and greenhouses), or water leakage.
- Normal wear or discoloration of finish from product usage or age.
- Corrosion of metals or damage to the product caused by high humidity or airborne pollutants, such as acid rain, salt spray or other corrosive chemicals.
- Inappropriate finishes, solvents, brick wash, or cleaning chemicals.
- Accidents, including accidental glass breakage.
- Application of after-market window films to glass surfaces.
- Glass breakage or damage which results in seal failure.
- High in-home humidity (condensation, frost, mould).
- Conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by UNILUX.
- Misuse of Tilt&Turn hardware for windows, balcony doors or other components according to the manufacturer's guidelines.
- Damages caused by birds and insects, including grass hoppers.
- Natural variations in color between wood surfaces and/or face veneer.
- Discoloration of natural materials, e.g. wood, subject to inherent inconsistency in color, texture and shape.
- Amount of dissipation of filling gas like argon or krypton out of the insulating glass.

2. Minor imperfections in the Product such as:

- Minor imperfections, scratches, bubbles naturally occurring in the glass that do not affect normal vision or the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Slight glass curvature.



- Condensation or frost on the exterior surface of the insulating glass as a result of insulating properties of the sealed glass.
- Slight noise as a result of contact between grids between-the-glass with the glass pane, e.g. structure-borne mechanical vibrations induced by traffic noise or during opening or closing procedure of the sash etc.
- Variations in wood grain or color.

Disclaimer of Implied Warranties: THE WARRANTOES SET FORTH HEREIN ARE MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED “AS IS.” UNILUX SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

LIMITATION OF LIABILITY: CUSTOMER'S EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING PRODUCTS OR FOR ANY OTHER CAUSE WHATSOEVER HEREUNDER SHALL BE, AT UNILUX'S OPTION, THE REPLACEMENT OR REPAIR OF THE COVERED PRODUCTS, OR, IF REPAIR OR REPLACEMENT ARE IMPRACTICAL, A REFUND OF THE PURCHASE PRICE. UNILUX WILL NOT BE LIABLE FOR ANY REPAIR OR REPLACEMENT WITHOUT ITS PRIOR WRITTEN CONSENT. UNILUX SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION, MODIFICATION, USE OR RESALE OF THE PRODUCTS BY CUSTOMER OR ANY OTHER PERSON FOLLOWING DELIVERY OF THE PRODUCTS.

IN NO EVENT SHALL UNILUX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

This limited warranty does not cover labor, or other costs associated with the installation or removal of products for repair or replacement.

All warranty claims must be made in writing within 60 days of the appearance of a defect and must be directed to UNILUX customer service.



UNILUX reserves the right to examine replaced products or parts to determine the reasons for the complaint. If UNILUX finds that a claim was not covered by its warranty, no costs will be refunded.

If replacement is elected by UNILUX, replacement products will be shipped to the independent distributor of UNILUX products.

Important notice: No customer, distributor, sales person, dealer, retailer or other representative of UNILUX AG has the authority to alter or change the limited warranties of UNILUX either orally or in writing. This Warranty is subject to the conditions, limitations and exclusions of the UNILUX general terms of sale and delivery. This UNILUX Limited Warranty is also valid for all earlier/previous deliveries, starting with the particular date of delivery from UNILUX AG (*ex works Salmtal, Germany, Incoterms 2000*).

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