



## LIMITED WARRANTY NON-PRORATED

In this Warranty, the following terms shall have the following meanings:

- (i) "Fabricator" shall mean the Fabricator of Vinyl Windows and Doors;
- (ii) "Customer" shall mean the Fabricator's customer

CWI – ColorWrap warrants that, the coating specified by the fabricator, will be applied per the coating manufactures product specification and in accordance with AAMA 663. CWI - ColorWrap warrants the application of the coating only not the performance or quality of the coating

This warranty covers only application defects in workmanship and does not include defects or damages attributable to, arising or resulting from the handling, transportation or installation of the windows or doors into structures or effects or damages caused by accident, fire, flood, abuse, vandalism, improper maintenance, abrasive cleaning solutions, harmful fumes, chemical solvents, masonry or stucco leach, acid washes, caulks, adhesives, paints, building heat, excessive temperature exposure, color change arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, and other like circumstances and causes beyond CWI – ColorWrap control and unrelated to the application process. This warranty applies only to coatings applied to the Exterior Vinyl surfaces of the window or door and specifically excludes paint applied to substrates other than Vinyl (PVC). CWI – ColorWrap specifically excludes any warranty of the Fabricator's product other than the coatings applied by CWI – ColorWrap.

This warranty shall be for the exclusive benefit of the Fabricator and is void if:

- (i) Fabricator does not warrant the windows and doors to Customer for a period of time equal to or exceeding that provided for by this warranty, or
- (ii) Fabricator's warranty is not in substance equivalent to and consistent with this warranty. The warranty granted by the Fabricator to the Customer shall be the sole responsibility of Fabricator.
- (iii) The coverage period of this warranty will be equal to the warranty provided by the coatings manufacture selected by the Fabricator.

Application of the coating to windows or doors may result in paint voidage in the recesses of the vinyl extrusions. Furthermore, application of the coating may be limited to certain surface locations agreed to by Fabricator and CWI – ColorWrap in order to prevent excessive wear or damage to the coating. Therefore, the representations by CWI - ColorWrap and its warranty do not include full paint coverage within the extrusion voidage or on surfaces not agreed to by Fabricator and CWI ColorWrap for coating applications.

This warranty is given in lieu of all other warranties either expressed or implied, including warranties of merchantability and fitness for a particular purpose, and sets forth the only warranty for the Coating. Neither CWI - ColorWrap, nor any representative of CWI - ColorWrap, expresses any other warranties with respect to the Windows or Doors. In no event shall CWI ColorWrap be liable for incidental, special or consequential damages with respect to the Windows or Doors. This warranty shall be subject to and governed by the laws of the State of Ohio exclusive of its conflict of laws principles. CWI – ColorWrap and Fabricator consent to the jurisdiction of Tuscarawas County, Ohio

Any claim under this warranty must be submitted in writing by Fabricator to CWI - ColorWrap promptly after discovery of the defect claimed, describing with reasonable specificity such defect. CWI - ColorWrap shall be entitled to require delivery of whatever proof it requires evaluating the validity of the claim. If CWI - ColorWrap determines the claim is valid, CWI - ColorWrap agrees, at its option, to either (i) the field application of touch-up paint and/or surface repair in the field or (ii) if in the reasonable judgment of CWI - ColorWrap the defect is a minor one, CWI - ColorWrap sole responsibility under this warranty shall be limited to supplying a paint touch-up kit for application by Fabricator or Fabricator's designee. The original warranty period shall not be extended by any repair, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty.

CWI – ColorWrap shall not be responsible for any costs incurred in removal and/or replacement of windows or doors or parts or components of windows or doors.

CWI ColorWrap reserves the right to use a substitute color or coating, of equal quality, if the original coating or color has been discontinued or is not available.