

## **WARRANTY TERMS AND CONDITIONS**

### **PRODUCTS LIMITED WARRANTY**

The limited warranty for INSULATED GLASS UNITS warrants the glass units will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material or workmanship.

The limited warranty for BAKED-ON FLUOROPOLYMER PAINT COATINGS warrants that paint finishes will not chip, crack, blister, or peel. EFCO does not warrant any paint finishes for filiform corrosion in Coastal environment.

Corrosion of any product or component caused by exposure to salt atmosphere, acid rain, alkaline, or other extreme conditions is not covered. EFCO disclaims all liability for and with respect to any material which has been subject to abuse, alteration, modification, neglect, misuse, abnormal use, accident, fire, war, flood, earthquakes, or acts of God.

This warranty covers factory-applied finishes on exposed aluminum surfaces against peeling, checking, cracking, chalking, and change of color, per applicable AAMA standards 2603, 2604, 2605, or 611 in force at the time of bidding. This limited warranty applies only when the finish types recommended for the atmospheric environment of the project site are used. EFCO reserves the right to refinish defective components in the field or replace at its sole discretion.

### **WHAT EFCO CORPORATION WILL DO**

If any material shall be found to be defective by EFCO in material or workmanship, such material shall be replaced or repaired at EFCO's discretion without charge, after inspection by a representative of EFCO. This is a materials only warranty, labor will only be provided in cases of repair. Any warranty for labor must be separately negotiated by purchaser.

If after inspection by EFCO, it is determined the organic coating became defective under the conditions of this warranty, EFCO agrees to refinish the defective material on the site, with a conventional refinishing material as specified by EFCO.

### **EXCLUSIONS TO THE LIMITED WARRANTY**

EFCO will not be responsible for defects caused by accidents, modifications to products, abuse, (including failure to perform reasonable and necessary maintenance), failure to follow instructions, exposure to salt spray, corrosive chemicals, lightning, fire, and other acts of nature. All outside manufactured parts will be limited to the specific manufacturer's warranty and are expressly excluded from the EFCO limited warranty.

EFCO shall not be liable for material damaged in handling or installation; or not installed in accordance with the EFCO Installation Manual Guidelines.

EFCO assumes no responsibility for failure of insulated glass units due to faulty installation, building construction, or building design; or failure of units installed in high moisture environments such as swimming pool enclosures and greenhouses. EFCO does not assume responsibility for glass breakage caused by stresses resulting from temperature differentials over the glass surfaces or edges.

The EFCO limited warranty excludes any damage caused to the material or finish due to posting.

The EFCO limited warranty excludes any liability for environmental hazards including but not limited to mold.

The EFCO limited warranty extends to EFCO manufactured product only, as outlined in AAMA 502-90, test method A. Perimeter conditions, caulking, sealants, etc. are explicitly excluded from the EFCO limited warranty. The EFCO limited warranty is based upon the system itself, it does not warrant the installation of the system.

**EFCO disclaims any implied warranties of merchantability and fitness for a particular purpose.** EFCO will not be responsible for incidental or consequential damages of any kind.

### **WHAT EFCO WILL NOT DO**

EFCO will not be responsible or liable for any incidental, consequential, or collateral damages or for any expense incurred by anyone as a result of the use, or sale of defective or unsatisfactory material.

Any implied warranty arising from course of performance, course of dealing, or usage of trade is hereby excluded or disclaimed.

EFCO shall not be liable for back charges nor any work performed or materials placed by anyone other than EFCO in connection with the installed products covered by this warranty, except when authorized by the signature of an officer of EFCO.

Materials will not be repaired or replaced until paid for in full.

The warranty sets forth all the responsibilities of EFCO regarding the products. EFCO will not be responsible for any costs or damages resulting from removal, installation or reinstallation of any products or components. Replacement of defective parts at the EFCO factory is the exclusive remedy. There are no other express or implied warranties from EFCO.