



Lifetime Limited Product Warranty

Residential/Multi-Family Windows and Doors

Applicable for product ordered on/after February 1, 2024

Residential Window/Multi-Family Warranty and Transferability

Elevate Windows and Doors LLC, ("Elevate"), will repair or replace an Elevate brand window or door ("Product") with a defect in materials or workmanship that materially impairs the Product operation or performance for the original owner of the residence into which the Product is initially installed for as long as the original owner occupies the residence. A residence is defined as an owner-occupied single-family home, townhome, or condominium unit. If the residence is sold or it becomes occupied by someone other than the original owner, this warranty will remain in effect for the warranty period outlined below.

Multi-family is defined as a condominium, rental property, apartments. Product and components utilized in multi-family developments have a **Warranty period of ten (10) years** only from the date of purchase. The multi-family warranty is assignable or transferable within the **ten (10) year Warranty period**.

For purposes of this warranty, commercial property refers to buildings requiring window performance or code standards beyond those typically provided by Elevate. Elevate products installed in such applications that do not meet applicable performance or code requirements are not covered under this warranty. However, Elevate products that meet all applicable performance and code requirements shall remain covered in accordance with the terms of this Warranty, including when installed in qualifying commercial or other non-residential applications, such as business, retail or institutional environments.

Warranty Period and Coverage

Vinyl

Vinyl components, including BlackCore™ color, are warranted against peeling, flaking, chipping, pitting, cracking, blistering and corrosion for the **lifetime of the product** from date of purchase. If such defects occur, Elevate will provide replacement parts at no charge. Color-matching of vinyl replacement components may vary and cannot be guaranteed. Elevate is not responsible or liable for such variance. The warranty on the vinyl becomes void if the vinyl is painted or stained, or if the surface is altered in any way.

Factory-applied Exterior Laminate

The factory-applied exterior laminate, including BlackCore™ Products, is warranted to the Warranty Holder against peeling, flaking, chipping, pitting, blistering, and corrosion, and for excessive ultraviolet fading or discoloration caused by natural environmental conditions, for the applicable **Warranty Period of ten (10) Years**. If defects occur, manufacturer will, at its option, provide the Warranty Holder factory-

authorized repair at no charge. Repaired or replaced Products or components are NOT guaranteed to match the color of the original Product or component or of other windows or doors in the premises, due, in part, to the normal effects of weathering over time on exterior coating or finishes.

Glass

Glass is warranted against imperfections such as scratches, blemishes, and chips for a **Warranty Period of one (1) year** from the date of purchase. Elevate does not warrant glass that incurs imperfections such as scratches, blemishes, and chips due to improper handling and installation of window. Glass imperfections are not covered unless they exceed allowable levels as defined in ASTM C1036 or ASTM C1048, whichever is applicable.

The installed and sealed insulating glass units (“IGU”) are warranted for a period of 20 years from date of purchase against condensation on the inner glass surface due to failure of the IGU seal. Elevate does not warrant IGU failure due to improper handling and installation of window. If such defects occur, Elevate will provide a replacement insulating glass unit at no charge for a period of twenty (20) years.

Hardware

Hardware, including locking mechanisms, fasteners, handle sets, and balancers are covered for a **Warranty Period of ten (10) years** against failure or breakage under normal usage and proper handling and care. Color-matching of parts cannot be guaranteed. Elevate does not warrant hardware failure due to improper handling and installation of the window.

Caulk/Sealant

Caulk/Sealant is used to seal the frames or trim package against water or air penetration. This caulking is not a part of the Elevate product and therefore is not covered under this warranty.

Labor

Elevate, at its discretion, may provide skilled labor required for repair or replacement of impacted window components for a **Warranty Period of one (1) year** from date of purchase. Purchaser/Owner must provide access to the interior and exterior of the Product. If a product is not accessible with a 15 ft. extension ladder, purchaser/owner is required to provide any lift equipment or safe scaffolding to obtain access to product. Skilled labor does not include any repair, refinishing, refurbishment, or materials beyond the affected window component. If repair is not practicable due to location of homesite or safe access to Product is not available, Elevate, at its own discretion, may satisfy its warranty obligation by shipping a replacement component or Product to the original delivery location or by refunding the full price of the affected Product. Elevate is not responsible for any labor or materials when a complete replacement unit is provided to satisfy its warranty obligation. Elevate Windows and Doors, LLC will have no liability for any lost time, inconvenience, loss of use, personal injury, property damage, or any other incidental/consequential damage.

Warranty Extension

Repair or replacement of any Product, or Product components outlined in this warranty, shall not extend the original warranty period. Any remaining warranty time period, under the terms and conditions described herein, shall continue in effect and shall include the replacement parts.

Product Changes

Elevate reserves the right to change or discontinue any product it manufactures. If a warranted replacement part or component of the product originally installed is not available, Elevate shall have the right to substitute a part or component determined by Elevate to be of equal quality and price. Substitute Product or parts may not be an aesthetic match to the original.

Excluded Conditions

The Elevate **LIMITED LIFETIME PRODUCT WARRANTY** does not cover, nor does Elevate have the obligation to respond to, a defect caused in whole or in part by:

1. Storage, handling, and installation by others.
2. Products not paid in full. Payment of total purchase price is a condition precedent to Elevates warranty.
3. Normal wear and tear, aging, weathering (gradual fading, darkening of any colored surface); poor or lack of product maintenance; failure to properly install Product in appropriate opening utilizing Elevate, AAMA or ASTM installation standards/guidelines or sound building practices.
4. Modifications or alterations of the Product or components including, but not limited to ANY painting, staining, or other alteration of the factory-applied surface of the Product, reinstallation, installation of security systems, installation of window coverings, or sources of undue stress, heat, cold, pressure or water.
5. Stress Cracks. If a glass fracture (i.e., stress crack) is not present and noted upon Elevate delivery to the distributor, lumber yard or construction site, the development of the fracture is not the result of a manufacturing defect.
6. Chemicals or solvents applied to the surface, including by example, stucco leach or acidic brick washes, or, any damage resulting from use of mechanical cleaning implements (i.e. power washers). The use of razor blades or sanding.
7. Damage from external contact due to accident, crime, vandalism, or Acts of God, high wind or severe storm events or other forces of nature (including by example, hurricane, earthquakes, tornadoes, etc.), or any other condition or incidents beyond Elevate's control.
8. Window damage due to shifting or settling of the structure in which the product is installed.
9. Units field mulled by others.
10. Industry standard tolerances for jamb, sill, sash, meeting rail for bow, twist, misalignment, and bow.
11. Gaps at joints or terminations that are designed to accommodate component expansion or resulting from component contraction that do not impact the operation or performance of the Product.
12. Rattling of grille/muntin bars within the IG unit. Also, the bow, twist, misalignment, and warp of grilles/muntin's of 1/8 inch or less from appropriate designed position.
13. Condensation is the result of excess humidity and not a product defect. Condensation, frost, fungus, mold, and mildew on product surfaces is not covered by this warranty.
14. Products exposed to excessive localized heat, high moisture environments.
15. Fill or retention levels of gases inserted in the inner space of IGU.
16. Hardware Corrosion, except for stainless steel hardware.
17. Elevate products are tested in accordance with processes and procedures established by NFRC and AAMA. These tests measure the performance of a sample Product in a laboratory environment. Elevate manufactures the Product using the materials and methods used in the fabrication of the tested Product. Product components and manufacturing processes have an inherent range of tolerances, and many external factors can affect product performance, including but not limited to installation, abuse, lack of maintenance, and building movement. For this reason, Elevate does not guarantee the test results.
18. Where field testing of product occurs by purchaser, or agent of purchaser, together defined as "purchaser;" purchaser must provide Elevate prior notice and allow Elevate to participate in identifying appropriate test methods as well as observe Product testing. Without prior notice and

ability to participate in developing testing methodology and observe tests of Product, Elevate shall not be required to address testing results nor shall it be required to share the testing cost.

19. Elevate is not responsible for verifying the application of its products for surrounding building components or building wall design.

Other Warranty Considerations

Elevate, at its discretion, may supply a complete replacement unit(s) or refund the full purchase price of the affected product(s) to satisfy its warranty obligation. Elevate is not responsible for any labor or other charges when a complete replacement unit or a full refund of the purchase price is provided.

Elevate shall have no obligation under this warranty without prior notice described herein. **Purchaser/Owner is required to submit a claim during the coverage period and within 30 days of discovering the Product issue.** The notice must include contact information, order number, and description of the issue. If possible, submit photographs of the issue with claim. Elevate will review, investigate (inspecting the Product issue if it so chooses) and respond in a timely manner per the terms of this warranty.

Notice of Warranty Claim

Warranty claims can be submitted by mail to:

Elevate Windows and Doors Warranty Care

1850 Westpark Dr., Suite 100

Grand Prairie, TX 75050

Phone: 469-490-1100

Submit Request via Website: <https://elevatewindows.net/warranty-service-request/>

E-mail for Status Update: warranty@elevatewindows.net

Notice of Legal Proceedings

Before initiating any legal proceeding against Elevate, a purchaser/owner as defined in this warranty must first give Elevate notice of its intent to file a legal claim through the Notice of Warranty Claim submittal process. The purchaser/owner must wait 45 days after submitting the notice of initiating legal proceedings to allow Elevate the opportunity to investigate and offer a resolution for issues claimed.

Disclaimers & Limitations of Remedies

Elevate Windows and Doors makes no warrant for products beyond what is contained in this writing. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING A WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USING OF TRADE OR DISCLAIMED.** If disclaimer of implied warranties is prohibited by law, they are limited to the applicable duration of this Warranty. The remedies herein shall be the buyer's exclusive remedy regardless of Elevates negligence. **ELEVATE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, PERSONAL INJURY, LOST PROFITS, LOSS OF USE, DIMINUTION IN VALUE, OR PUNITIVE DAMAGES.** In no event shall Elevates liability exceed the price of the covered product. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. This Warranty is governed by the laws of the State of Texas. Any disputes will be resolved in Texas.