



**P.O. Box 95 | 217 Stover Road
Charlevoix, MI 49720**

Standard Limited Warranty

WOJAN warrants that, if installed and operated in accordance with our instructions, Wajan window products shall be free from defects in materials and workmanship for a period of one (1) year from date of sale to original consumer. For a period of ten (10) years from the date of manufacture Wajan warrants that under normal conditions obstruction of vision resulting from failure of the hermetic seal of our sealed insulated glass will not occur. Wajan warrants laminated glass against delamination for a period of five (5) years. Wajan warrants units containing muntin bars and/or capillary tubes for a period of three (3) years.

WOJAN warrants factory-applied finishes on exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color, per AAMA Specifications 2603, 2605 or 611 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the project site are used.

This Limited Warranty applies to Wajan windows purchased from Wajan or an authorized Wajan dealer, and extends to the owner of the structure in which the products are originally installed. This Limited Warranty is applicable only to product installed in the U.S.A. This warranty is not in force until full payment has been received.

Components

Gaskets, sealants, operating hardware, thermal break polymer and other accessories are provided with the same warranties, limitations, and exclusions Wajan receives from its supplier, contact Wajan for further details.

Exclusive Remedy

If a covered defect appears during the term of the applicable warranty, Wajan will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. Wajan will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

This warranty shall be void under any of the following circumstances: (i) the unit has been abused or has not been installed in a good and workmanlike manner; (ii) the unit is installed in a high-moisture setting; (iii) the unit has been retrofitted with a solar control or blast mitigation film of any kind or type adhered to any glass surface.

Exclusions

Damage, defects, or problems resulting from causes outside Wajan's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- Installation not in conformance with AAMA instructions and applicable building codes
- Non-standard installation, such as non-vertical or sloped glazing, upside down, or out of square
- Installation or use in applications exceeding design standards
- Glass transported and/or installed above 5,000 feet without capillary tubes
- Failure to follow Wajan's care and maintenance instructions
- Use of brick wash, razor blades or other inappropriate cleaners or chemicals
- Misuse, abuse, modification, alteration, accident, negligence
- Shifting or settling of the structure in which the product is installed
- Extreme weather events, extreme or unusual atmospheric conditions which exceed Wajan's published performance criteria
- Normal wear and tear; normal discoloration or fading of finishes
- War, insurrection, civil unrest, terrorism, or other Acts of God

Synthetic Stucco Installation in structures that do not allow for proper moisture management, e.g., exterior insulation and finish systems (EIFS) or "synthetic stucco" is not covered under the Limited Warranty.

Condensation Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

Initials _____



Corrosion Finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty.

Screens Screens are not designed to, and will not prevent falls. Screens and screen frame components carry a limited one year warranty against defective materials and workmanship, regardless of the length of warranty on the remainder of the project.

WOJAN's maximum liability under terms of this warranty shall be the replacement of parts or product determined to be defective by a qualified factory representative. This warranty is in lieu of all other warranties, expressed or implied.

Disclaimers, Limitations, and Additional Terms and Conditions

Disclaimers This Limited Warranty is the only warranty, written or oral, express or implied, provided by Wojan. No dealer, employee, or agent of Wojan, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Wojan. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. **Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Wojan product warranty is provided AS IS and without warranty. This Limited 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 WOJAN PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND, OR SUPPLY CONFORMING GOODS.**

Limitations **IN NO EVENT WILL WOJAN BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EITHER DIRECTLY OR INDIRECTLY. IN NO EVENT WILL WOJAN'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT.** This warranty specifically excludes costs of installation, late fees, delay damages, attorney fees, liquidated damages, installation cost, and any damages in excess of the purchase price. **IN NO EVENT WILL WOJAN BE LIABLE FOR ANY IMPLIED WARRANTY OF HABITABILITY. THESE LIMITATIONS OF WARRANTY AND DISCLAIMERS SHALL ALSO APPLY TO THE END USER (OWNER) OF ANY WOJAN PRODUCT.** The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

WOJAN's maximum liability under terms of this warranty shall be the replacement price of parts or product determined to be defective by a qualified factory representative. This warranty is in lieu of all other warranties, expressed or implied.

Suitability Determining the suitability and compliance with local or other applicable building codes or standards, or all building components, including the use of any Wojan product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Wojan will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Wojan does not warrant any product's compliance with local or other applicable building codes or standards, except as may be specifically stated in writing by Wojan, or its suitability for use in connection with a project seeking third party certification to any standard.

No Waiver Wojan may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Wojan's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

Warranty Claims All warranty claims must be made within sixty (60) days of the appearance of the defect. To make a warranty claim, contact Wojan Window & Door Company by calling (231)547-2931. If, after five (5) days, Wojan has not responded, send a written request to Wojan, 217 Stover Road or PO Box 95, Charlevoix, MI 49720, Attn: Warranty Department. Include the following information: your name, address and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, action you have taken and contacts you have made with you local dealer or distributor. To process the request promptly we may also ask for proof of problem or defect (preferably pictures) to confirm issues. **In order to process warranty claims, reasonable access to the product must be available at time of service.** Once we've received your letter, we will respond to your claim promptly.

Customer Name _____

Project Name _____

Effective Date: _____ **Invoice #:** _____

Initials _____

Only valid upon final payment of invoice(s).