



Our Warranty is limited only to the published Limited Warranty in effect on the date of purchase. A copy of this Limited Warranty is available for review at www.skyhouseeuropeanwindows.com

Buyer agrees that they have read the Limited Warranty, understand it and are bound by its terms and agrees to provide the Limited Warranty to the original owner of the structure into which the products are installed, if applicable. All warranty conditions and terms are subject to change without prior notice.

EUROLINE LLC, Dba Skyhouse European Windows and Doors ("Seller") warrants that the purchased product frames, shall be free of defects in workmanship and materials, for a period of ten years (10), five years (5) for hardware, one year (1) for screens from the delivery date, subject to the conditions and limitations stated below, and only for so long as the original owner owns and resides in the property where the windows and doors are installed.

If any such failure occurs "Seller" will, in its sole discretion, provide the replacement part(s) necessary to make the repairs, without charge.

The original warranty period shall not be extended by any repair or replacement and is limited to the window and/or door containing the defect.

"Seller" reserves the right to discontinue or change any Product as manufactured. In the event warranty remedy is required, and if the part or component of the window originally installed is not available, "Seller" may, at its option, substitute a part of equal quality.

Limitation of incidental or consequential damages for consumers

In no event shall "Seller" be responsible for the cost of labor, installation, finishing, indirect, consequential, incidental, or punitive damages of any kind and all such claims are waived to the fullest extent. "Seller" shall not be liable for loss of sales, revenues or profits, cost of capital or funds, business interruption or cost of downtime, loss of use, or economic losses of any kind. In addition, "Seller" is not responsible for damages resulting from improper measuring and installation.

All "Skyhouse European Windows and Doors" products are sold "as is" and as such "Seller" disclaims any and all implied warranties.

"Buyer" expressly acknowledges and agrees to these limitations of liability.

The provisions of this warranty shall not apply and no warranty of whatever kind shall exist with respect to any Product or part thereof which has been

subject to misuse, negligence or which has been repaired, replaced or altered by anyone other than "Seller" or to any Product or part thereof that has deteriorated due to normal wear. Any substitution or tampering of parts shall void the warranty.

The absolute financial limit of liability cannot exceed the value of the defective part or product determined by "Seller".

SUITABILITY AND COMPLIANCE

Determining the suitability and compliance of the products for the purchaser's project is the responsibility of the "Buyer" and its agents.

Skyhouse European Windows and Doors does not warrant that the products will be suitable for a project seeking third party certification of a particular standard, including thermal, structural, water performance or air tightness.

FORCE-MAJEURE

"Seller" shall not be liable for any damages related to any delay in delivery due to Acts of God or other weather conditions, accidents (whether or not caused or contributed to by Seller's negligence), strikes, or other labor disputes (whether against "Seller", its suppliers or carriers, and whether or not due to the fault of the "Seller"), delay of carriers, shortages of materials, fuel or energy, breakdown of manufacturer's equipment, orders, requirements or results of any government, government agency, or any officer or official thereof, or any similar causes, whether or not beyond Seller's control.

In the event that there is a delay in delivery due to such cause or causes, "Seller" shall have the option to cancel without any liability to "Buyer" or make delivery within a reasonable time after the termination of the cause or causes of the delay.

DISCLAIMER

Some of Seller's products have been tested for air leakage, water penetration, and structural loading to determine the performance level. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to single products. Performance of individual products may vary and will change over time, depending upon the conditions of use.

NFRC ratings are NOT performance warranties. Different systems, sizes and configurations can give varying results. Additionally, "Buyer" understands that rating is relative and even the highest rated door or window might leak under severe, unusual, or unforeseen climatic conditions. Performance may also be affected by improper installation and use. "Buyer" is responsible for evaluating site conditions and selecting a suitable product. "Seller" therefore disclaim, and "Buyer" releases "Seller" from, any claims for air leakage, water penetration, or structural loading that might arise subsequent to installation of the product.

EXCLUSIONS

This Limited Warranty does not cover conditions that are not product defects or are caused by factors outside of Seller's control, including without limitation:

- Corrosion resulting from acid rain, salt, air pollutants, or sand
- Corrosion resulting from improper maintenance. Any breaches in the exterior finishes, such as scratches or chips can result in corrosion and must be repaired immediately as part of the general window and door maintenance
- Normal wear and tear, including finish discoloration, fading and tearing of screens over time due to regular use, scratches during construction process, daily use and any mechanical abrasion to finishes
- Damage caused by extreme weather or atmospheric conditions, Acts of God (e.g. fire, hurricane, etc.)
- Condensation on the visible surface of the glass. Condensation is a natural result of moisture in the air and changes in temperature and humidity and does not indicate a defective window or door
- Damage caused by installation in humid environments or sources of chlorine, including areas containing pools, hot tubs, saunas and greenhouses. Installation in such humid environments may lead to warping.
- High-humidity locations (waterfront and coastal properties*) as well as high humidity during construction or renovation may lead to material warping and swelling (*within 1 mile of a source of water)
- Thermal expansion, movement, bending, and twisting of the window and door frames may occur naturally when exposed to temperature differences between indoors and outdoors. This movement is a natural physical property and is not considered a product defect. It is highly advised that all windows and doors are covered from direct sunlight and the elements.
- Adhesion of external grids to the glass, defects in exterior finishes, resulting in cracking, peeling, and other loss of adhesion in coastal and waterfront* applications. (*within 1 mile of a source of water)
- Wood color changes overtime and typically darken. Application of clear finish or color stain does not prevent this natural process and is therefore not considered as defective. It is highly recommended to properly treat, seal, protect and maintain exposed wood upon receipt to avoid damages during and after construction process
- Frost, mold, mildew, or fungus on product surfaces
- Damage caused by building settling or structural movement, and vibrations
- Damage caused by improper storage, handling, misuse, abuse, negligence, lack of appropriate protection, during and after construction
- Damage caused by inappropriate cleaners or chemicals, including razor blades and brick wash

- Failure to comply with industry standard procedures, professional certified warranted installation, maintenance, or applicable building codes voids all warranties unless the "Buyer" or user of the products can clearly demonstrate that the defect is unrelated to such noncompliance
- Improper flashing: Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation without effective engineered drainage systems, are not covered under the Limited Warranty
- Minor irregularities and glass imperfections

This Limited Warranty does not cover minor manufacturing irregularities that do not significantly impact the function or appearance of the products including: variations in wood texture, color and grain; glass imperfections consistent with industry standards that do not compromise the structural integrity or significantly obscure vision; and minor variations in the screen weave

- Dissipation of argon gas over time. No warranty is made as to the amount or percentage of inert gas. The use and conditions of installation will affect the rate of dissipation. "Seller" makes no warranty regarding the rate of dissipation nor the amount of inert gas remaining in the windows and/or doors at any time after manufacture. "Seller" does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features
- Non-standard installation, including without limitation, units installed in other than a vertical plane, sloped glazing, upside down, or out-of-square
- Aftermarket tints, coatings, films or other modifications applied to the unit will void this warranty
- Modification or alteration of the unit by the original purchaser, any third party, the property owner or end user
- Incorrect sizing or options based on specifications supplied to "Seller" by "Buyer" or agents of the "Buyer"
- Choice of finish: we do not guarantee that the Buyer's chosen finish will be a match to third party color samples or existing finishes.

BUILDING CODE, ENGINEERING and DESIGN CONSIDERATIONS

As regulations governing the use of windows and doors vary widely, it is the sole responsibility of the architect, engineer, building owner, builder, contractor to insure that the products and options selected conform to all applicable codes and regulations, including Federal, State and Local.

► *Skyhouse European Windows and Doors* is not responsible for determining the suitability of any product for a particular project, design, application, climate, condition, use, or customer need or purpose.

► *Skyhouse European Windows and Doors* is not responsible for determining whether the incorporation of its products into a building design will achieve a particular third-party certification or standard as windows and doors are only

one factor in the building envelope. Determining such product suitability is the responsibility of the architect, contractor, installer, owner, user, and/or other construction professionals.

► *Skyhouse European Windows and Doors* is not responsible for any claims or damage arising from inappropriate selection of products, faulty building design or construction, improper installation, or inaccurate orders.

► *Skyhouse European Windows and Doors* does not control the application or selection of its product configurations, sealant, or glazing materials and assumes no responsibility therefore.

It is the responsibility of the "Buyer" and its agents to make these selections in strict compliance with applicable laws and codes.

Structural support required must be determined and approved by a qualified expert. Consult with a registered architect and engineer.

Screens are not designed to, and will not prevent falls.

INSTALLATION

"Seller" assumes no obligation to install any products sold, or to place them in working order after "Buyer" has installed them.

DAMAGE DURING TRANSPORT

During unloading, it is the Buyer's responsibility to check the products for damage. Any damage noted must be photographed prior to unloading the damaged items. Photographs must be taken both close up and wide angle in order to demonstrate how any deficiencies in crating or packaging methods may have contributed to the damage. "Buyer" shall also make note of the damage on the truck driver's bill of lading.

"Buyer" shall send to "Seller" photos of any damage as well as an itemized list of damage and/or missing products within forty-eight (48) hours of delivery by electronic mail. Failure to provide notice and documentation of damage in the manner outlined above may reduce or eliminate the Buyer's ability to obtain replacement components at no charge.

"Seller" may provide at no cost to "Buyer" touch up paint for windows that have been lightly scratched during transportation or construction. Scratches during transport that are readily repairable shall not constitute grounds for replacement. Scratches or other damage that occur during unloading and installation are not covered by this Warranty.

COVERAGE FOR GLASS BREAKAGE DURING TRANSPORT

Glass broken during transport is covered under this warranty. Glass broken, after the products are unloaded at the delivery address, is not covered under this warranty. In the event glass is broken during transport, "Seller" will obtain replacement glass. Normal production and shipping times will apply. In the event "Buyer" chooses to substitute locally manufactured glass, Buyer shall be

in charge of ordering the glass and Seller will cover the cost of both glass and transport after approval of estimated total cost. Locally manufactured glass will not be covered under this warranty.

Claims must be submitted in writing via email:

warranty@skyhousewindows.com

The claim must include: (1) name, address, and telephone number; (2) proof of purchase; (3) order number; (4) proof of home ownership; (5) the date the alleged condition was first observed; and (6) a specific description of the alleged condition and pictures. Seller reserves the right to inspect any and all units alleged to be defective and may request additional documentation. Seller will add to the factory schedule a replacement part or replacement product. Usual production time will apply and parts will be added to regularly scheduled shipments at no cost to the purchaser. If "Buyer" requires expedited shipment, "Buyer" will be responsible for all shipping charges.

NO STATEMENT OF USEFUL LIFE

This Limited Warranty is not a statement of the useful life of any *Skyhouse European Windows and Doors* products.

NO CLASS ACTION OR JURY TRIAL

By signing this agreement, Buyer agrees to assert all disputes or claims against *Skyhouse Windows and Doors* solely on an individual basis and not as a representative or member of any class action or in any other representative action or proceeding, except to the extent such waiver is prohibited by law. Buyer also agrees to waive any right to a jury trial and agrees to have all disputes heard and decided solely by the Federal or State Court Judge.

ENTIRE AGREEMENT

This shall be *Skyhouse European Windows and Doors* maximum liability under the warranty.

Seller does not assume or authorize other persons to assume on its behalf, either expressed or implied, any other obligations or liability beyond this warranty.

In the event Seller determines to deviate from any of the conditions of this limited warranty, it shall only be construed as a temporary waiver and standard conditions will apply to future claims.

No distributor, dealer, employee or representative of *Skyhouse European Windows and Doors* may change, extend, or in any way modify this Limited Warranty, either orally or in writing, and any such modification will have no force or effect.