



WOODSTONE® PRODUCT WARRANTY

LIMITED PRODUCT WARRANTY: The express warranties set forth herein are in lieu of all other warranties, express or implied, including without limitation any warranties of merchantability of fitness for a particular purpose and all such other warranties, to the extent permitted by law, are hereby disclaimed and excluded by THE WOODSTONE COMPANY®. Any limited warranties, which are not excluded hereby due to operation of law, are limited in duration to the duration of the express warranty provided herein for the product warranted. **Disclaimer:** The contract document with which these warranties are included has important legal consequences. Consultation with an attorney, professional architect and/or contractor is encouraged with respect to the contract's completion or modification. Woodstone makes the following warranties with the understanding the purchaser of Woodstone products is, or is consulting with, an attorney, professional Architect and/or Contractor acting on behalf of the purchaser and the purchaser fully understands the terms and specifications included herein.

In General: Units with *fully pre-finished* sash, doors, jambs & trim, fabricated in Genuine Mahogany, American Cherry or White Oak, qualify for Woodstone's 25-20-20 year limited warranty – 25 years on the Finish, 20 years on the Insulating Glass Seal, and 20 years on the Millwork. Hardware and Glass are not included. *Fully pre-finished* units include a 3 minute dip in Homoclad, two (2) coats Sherwin Williams® (SW) primer and two (2) coats of qualifying SW finish paint on all exterior sides and edges; two (2) coats SW primer and one (1) coat of qualifying SW finish paint on interior sides and edges, as applied by Woodstone. Certain Sikkens and Waterlox clear interior finishes may be substituted for interior prime and paint on a project-by-project basis only and must be listed in the proposal specifications and approved by Woodstone. Sikkens and Waterlox warranties are described below.

Fully pre-finished units not fabricated in Genuine Mahogany, American Cherry or White Oak, but fabricated in an alternate wood species approved by Woodstone, typically receive a 25 year limited warranty on the finish, 5 year limited warranty on millwork and 10 years on the Insulating Glass Seal. Alternate wood species are substituted on a project-by-project basis only and must be listed in the proposal specifications and approved by Woodstone.

All warranties on units, in whole or in part, with alternate finishes not described above, including all hardware, glass and insulating glass provided or fabricated by others, are described and provided only by the corresponding product manufacturer. Woodstone warrants that all hardware, glass and insulating glass fabricated by others, will be installed according to the manufacturer's recommendations. Unfinished units, in whole or in part, are not warranted.

Specific details on the limited warranties for Finishes, Glass, the Insulating Glass Seal, Hardware, Millwork and Claim procedures are as follows.

WOODSTONE® Warranty – continued:

FINISH: While all paints and finishes are manufactured by others, it is Woodstone's policy to pass on the warranty, as provided by the finish manufacturer, against defect or error in workmanship for finishes recommended, purchased and applied by Woodstone. Woodstone warrants that all finishes are applied in accordance with the manufacturer's recommendations. Warranty information is current but can be, and often is, revised by the finish manufacturer from time to time. Therefore all warranty specifications must be confirmed on a project-by-project basis.

Sherwin Williams Super Paint: Limited - 25 years from date of application, as provided by Sherwin Williams, when two coats are applied and cared for according to label directions. Manufacturer's liability does not include labor and loss or consequential damages.

Sikkens: There is no warranty on this product. It is recommended that a maintenance coat be applied when visually required or every 2-3 years on sunny and rain exposed areas (e.g. south & west exposures) and every 3-4 years on the north & east exposures, to help maintain its protective characteristics.

Waterlox: If proved to be defective within one year of purchase, Waterlox will replace the material or refund the purchase price at Waterlox's option. Manufacturer's liability does not include labor and loss or consequential damages. It is recommended that a maintenance coat be applied when visually required or every 2-3 years on sunny and rain exposed areas (e.g. south & west exposures) and every 3-4 years on the north & east exposures, to help maintain its protective characteristics.

GLASS: While all window and door glass is manufactured by others, it is Woodstone's policy to pass on the warranty, as provided by the glass manufacturer, against defect or error in workmanship for glass recommended and purchased by Woodstone. **Woodstone cannot accept responsibility for variations in performance, appearance, texture or compatibility** for various client-specified high performance and artistic glass including but not limited to coated glass with low emissivity, wave length selective and reflective coatings, laminated and impact resistant glass, art glass such as stained, painted, beveled, restoration and antique glass. Woodstone does, however, warrant that all glass specified by the client shall be installed in accordance with glass manufacturer recommendations.

INSULATING GLASS SEAL - Generally: Insulated Glass (IG) is typically warranted against failure of the air seal for a period of **ten** years from date of manufacture unless otherwise stated in Woodstone's specifications. Gas (e.g. Argon or Krypton) filled IG, or IG fabricated by others, is warranted only to the extent provided by the manufacturer. The warranty will be void if IG units are not installed in accordance to generally recognized glazing practices, damaged during handling or installation, damaged due to movement of the building foundation or frame, not installed perpendicular to level or if the glass surfaces or edges are exposed to excessive temperature differentials. Cracked, delaminated or broken glass, IG installed where moisture accumulates and is not allowed to weep, IG installed in ships, vehicles, a room with a swimming pool or in a greenhouse, is not covered by the warranty. Should there be a failure of the air seal within the warranty period, Woodstone shall supply either the IG only or the IG in sash at Woodstone's option. It will be the customer's responsibility to complete the replacement. Woodstone will furnish either the IG only or the IG in sash only, as the case may be, free of charge, F.O.B. the original point of delivery. If the owner agrees to have the sash or door shipped to Woodstone's NW office and back to the job site at the owners' expense, Woodstone will complete the installation process free of charge. Woodstone is not responsible for installing sash or doors in jambs, repainting, refinishing, or other similar activities necessary to complete the replacement.

WOODSTONE® Warranty – continued:

Insulating Seal - 20 Year Limited Warranty on Woodstone SuperSpacer of Qualified Units:

For sash, doors, jambs & trim qualified as *fully pre-finished* and fabricated in Genuine Mahogany, American Cherry or White Oak, Woodstone warrants its SuperSpacer Insulating Glass (IG) against seal failure as follows.

Woodstone's Insulating Glass (IG) with SuperSpacer includes a limited warranted against seal failure, as described in the Glass Insulating Seal warranty above, for a period of 20 years from the fabrication date stamped on the IG spacer at the time the 'sash or door was initially fabricated'. The cost of the IG at the time the 'sash or door was initially fabricated' determines the *Initial Value* of the IG unit.

For IG with SuperSpacer seal failure occurring within the first ten years of the warranty period, Woodstone will furnish either IG only or IG in sash or door only, at Woodstone's option, free of charge, F.O.B. the original point of delivery.

For IG with SuperSpacer seal failure occurring after the first ten years of the warranty period, Woodstone will supply either the IG only or the IG in sash, at Woodstone's option, for a charge 'Prorated' from the IG *Initial Value* for up to 20 years from the sash or door fabrication date. The 'Prorated Value' will be 10% of the IG *Initial Value* in the 11th year and increase in 10% increments every year thereafter for up to 20 years from the date the IG *Initial Value* was established.

A replacement IG unit, therefore, will be provided free of charge before the conclusion of 10th year from the date the sash or door in which the IG unit was installed was fabricated. Thereafter, replacement IG will be provided for a charge of 10% of its 'Initial Value' during the 11th year, 20% of its 'Initial Value' during the 12th year, and so on, until, during the 19th year, the cost to the client will be 90% of its 'Initial Value'. For IG with SuperSpacer seal failure occurring after the 20th year of age, the cost to the client of any replacement will be the current value at that time.

Only IG units identifiable as being fabricated by Woodstone, as indicated by the IG date stamp, are warranted. IG fabricated by vendors other than Woodstone and used in Woodstone sash and doors will include only the warranty provided by that vendor.

IG fabricated with high performance, artistic or restoration glass, including but not limited to coated glass with low emissivity, wave length selective and reflective coatings, laminated and impact resistant glass, restoration glass, stained glass, bent glass, etched glass, beveled glass, painted glass, antique glass, or other glass types not commonly used in stock windows and doors, is included in this warranty only to the extent of the term of the warranty on the glass used in the IG unit, the extent to which the glass is available at the time the IG replacement is requested, and, only to the extent to which the cost to replace the glass is equal to or less than the cost for a typical IG unit of similar shape and size consisting of generic and commonly available annealed, tempered or laminated float glass. Replacement costs exceeding these extents will be charged to the client or owner. Increases in cost due to changing code and performance requirements are not included.

If the owner agrees to pay the 'Prorated Value' of the IG and ship the sash or door with the failed IG to Woodstone's NW office and back to the job site, at the owners' expense, Woodstone will install the replacement IG in the sash or door free of charge. Woodstone will not be responsible for repainting, refinishing, installing sash or doors in jambs, or other similar activities necessary to complete the replacement.

WOODSTONE® Warranty – continued:

Woodstone IG Warranty Renewal: If the owner agrees to pay to ship the sash or door with the failed IG seal to and from Woodstone's North Walpole facility for Woodstone's free installation service, Woodstone will warrant the replacement IG unit with an extended warranty beginning from the date the replacement IG unit is fabricated as indicated by the replacement IG unit date stamp. The renewed warranty provided by Woodstone, however, is contingent upon the existing sash or door being in 'reasonable condition' so as to provide virtually 'equal protection' from the elements as did the sash or door when it was new as when the initial IG warranty period commenced. The determination of what is deemed 'reasonable condition' is the exclusive determination of Woodstone. If a sash or door is deemed to provide less than 'equal protection' to the replacement IG unit, Woodstone reserves the right to modify the replacement IG warranty or provide an IG unit with a warranty extending only through to the end of the initial warranty period as described above.

If the owner requests an IG replacement unit for installation by others, the warranty will only extend through to the duration of the initial warranty for the IG unit that is being replaced. Seal failures that occur as a result of improper IG installation by others are not warranted.

Woodstone On-Site IG Installation Services: Woodstone will, upon request, provide a contract price for on-site installation of replacement IG units for a cost in addition to the 'Prorated Value' of the initial warranted IG unit. Further, if Woodstone installs the replacement IG unit on site, as governed by an approved contract, the replacement IG unit will include a renewed limited warranty, again, as long as the sash or door in which the IG unit is to be installed is deemed to be in 'reasonable condition' by Woodstone as defined above. In this regard, it is Woodstone's sole determination as to the extent to which the warranty on the installation of replacement IG units in sash or doors providing less than 'equal protection' can be approved.

Furthermore, Woodstone requires that the owner requesting replacement IG receive Woodstone's written assessment of the condition of the sash or door in which the replacement is to be installed before removing it and/or sending it to Woodstone for IG replacement.

This warranty is transferable to a subsequent owner as long as the warranted unit remains in its original location and satisfies the other requirements in Woodstone's existing IG warranty.

WOODSTONE® Warranty – continued:

HARDWARE: While all window and door hardware is manufactured by others, it is Woodstone's policy to pass on the warranty, as provided by the manufacturer, against defect or error in workmanship for hardware recommended and purchased by Woodstone. Woodstone warrants that all hardware is installed in accordance with the manufacturer's recommendations. Replacement for defective hardware will be supplied free of charge within one year after sale. Hardware recommended or purchased by the customer is not included. The warranty will be void if units are not installed in accordance to generally recognized practices, damaged during handling or installation, damaged due to movement of the building foundation or frame. Woodstone will furnish either replacement hardware, free of charge, F.O.B. the original point of delivery or send a representative to make on-site repairs, at Woodstone's option. Woodstone is not responsible for installation, repainting, refinishing, or other similar activities necessary to complete the replacement. It will be the customer's responsibility to complete the replacement.

MILLWORK: Woodstone millwork is warranted to be free from defects in materials and/or workmanship. Natural variations in color, grain or texture of woods are not defects. All millwork should be inspected upon delivery and before installation and/or finishing. The warranty will be void if units are not installed in accordance with generally recognized practices, damaged by exposure to excessive heat, water splash and run-off including but not limited to exposure created by lawn and garden irrigation systems, improperly designed or maintained flashing and rain gutter systems, roof and roof valley run-off, and other excessive exposures created by the architectural design of the building in which the units are installed. The warranty will also be void if units are damaged during handling or installation, or damaged due to movement of the building foundation or frame. It is the customer's responsibility to properly care for and protect new woodwork against moisture, excessive heat and dryness, and damage from other construction activities after delivery. For units with prime and finish inside and out, but delivered as less than *fully pre-finished*, for a period of **one** year from the date of manufacture, Woodstone agrees to repair or replace without charge, millwork, in whole or in part, which may be defective. Woodstone will furnish either replacement millwork, free of charge, F.O.B. the original point of delivery or send a representative to make on-site repairs at Woodstone's option. Woodstone is not responsible for repainting, refinishing, or other processes not originally provided by Woodstone that are necessary to complete the replacement. It will be the customer's responsibility to complete the replacement. Units that are primed only, finished on one side or unfinished are not warranted.

EXTENDED WARRANTIES: Time period extensions to the warranties set forth herein are available **ONLY** when specified in the Woodstone specifications and usually include additional costs. The remedies set forth above are the sole and exclusive remedies provided hereunder and **THE WOODSTONE COMPANY®** shall not be liable for any further loss, damages or expenses, including incidental or consequential damages, directly or indirectly arising from the use of its products.

WOODSTONE® Warranty – continued:

CLAIMS OF DEFECT AND WOODSTONE’S RIGHT TO REPAIR OR REPLACE DEFECTIVE PRODUCT:

Woodstone warrants that the product will conform to the requirements of the contract documents. Product not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Woodstone’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Woodstone, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Woodstone maintains its right to repair or replace product deemed to be defective and cannot, without prior written agreement, be responsible for costs incurred by others repairing or replacing defective Woodstone products without Woodstone having the opportunity to determine the validity of the claim and the opportunity to repair or replace the product, in whole or in part, at Woodstone’s discretion, as required to render the product in conformance with the contract, or to make arrangements for others, at Woodstone’s direction and cost, to do so on Woodstone’s behalf.

If the product is found to be not in accordance with the specifications, the client shall give written notice of the specific defect promptly after discovery of the condition. If the client fails to notify Woodstone within 5 working days of the discovery of the defective condition and give Woodstone the opportunity, as described above, to repair or replace the product, in whole or in part, the client waives its right to require correction by Woodstone and/or to make a claim for breach of contract and/or warranty. If, after Woodstone’s receipt of written notice of a claim of defect from the client and Woodstone’s determination that there is a defect, Woodstone fails to make a determination that the claim is valid within 30 days of Woodstone’s receipt of the notice of discovery or to repair or replace the nonconforming product, as described above, within one year of Woodstone’s receipt of the written discovery notice, the client may, without prejudice to other remedies the client may have, correct the defect and Woodstone will pay the reasonable cost of correcting such deficiencies. However, under no circumstances will Woodstone be required to pay costs for replacement product or repairs that effectively exceed or are materially different from the contract specifications. In such cases, Woodstone will only be required to pay costs commensurate to the costs Woodstone would have paid had it made the replacement or repairs in a timely fashion.

If the client prefers to accept product which is not in accordance with the requirements of the contract documents, the client may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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