

## WOODSTONE® PRODUCT WARRANTY



**LIMITED PRODUCT WARRANTY:** The express warranties set forth herein and as referenced in the Woodstone Proposal Specifications 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 and trim, fabricated in African Mahogany (Khaya spp), Sapele (entandrophragma cylindricum), Sipo (Entandrophragma utile), Genuine Mahogany (Swietenia macrophylla) 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 (for 1" or wider muntin widths), 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 SuperPaint on all exterior sides and edges; two (2) coats SW primer and two (2) coats of qualifying SW SuperPaint on interior sides and edges, as applied by Woodstone. The warranty is also included for prefinished units with one (1) coat of interior SuperPaint when the second coat of SuperPaint is applied on site by others after the units have been installed. In this case it is the client's responsibility to apply the second coat of interior SuperPaint in accordance with the SW label directions. See the Sherwin Williams Limited Warranty in Woodstone's Prime and Paint Service document.

Finishes applied by Woodstone are provided with the finish manufacturer's warranty. Woodstone warrants that the finish is applied according to the manufacturer's recommendations. Product refinished or cleaned by others with chemicals incompatible with the Woodstone finish or glazing sealants are not warranted. Refinishing or cleaning with the use of a pressure washer is not warranted.

*Fully pre-finished* units not fabricated in the wood species listed above but fabricated in an alternate wood species approved by Woodstone, typically receive the 25 year Sherwin Williams 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 revised by the finish manufacturer from time to time. Therefore, all warranty specifications must be confirmed on a project-by-project basis. Warranties on finishes not recommended by Woodstone are not included.

***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. See the Sherwin Williams Limited Warranty in Woodstone's Prime and Paint Service document.

***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 fabrication stamped on the spacer 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 IG manufacturer. This 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, refinished or cleaned by others with chemicals incompatible with the Woodstone finish or glazing sealants. Refinishing or cleaning with the use of a pressure washer is not warranted. Cracked, delaminated or broken glass, IG installed where moisture accumulates and is not allowed to weep, or exposed to excessive water splash, installed in ships, vehicles, a room with a pool or pond, or in a greenhouse, is not covered by this warranty.

## **WOODSTONE® Warranty – continued:**

Should there be a failure of the air seal within the warranty period, Woodstone will 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. For IG fabricated and installed by Woodstone, in sash and/or doors fabricated by Woodstone, Woodstone will furnish replacement IG free of charge, F.O.B. the Original Point of Delivery. If the owner agrees to ship a sash or door to and from Woodstone's NW facility at the owners' expense, Woodstone will install the IG free of charge. Woodstone is not responsible for repainting, refinishing, installing sash or doors in jambs, or other similar activities necessary to complete the replacement. IG replacements in units fabricated by others will be addressed on a case by case basis in an approved Woodstone proposal.

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

For sash, doors, jambs & trim qualified as *fully pre-finished* and fabricated by Woodstone in African Mahogany (Khaya spp), Sapele (entandrophragma cylindricum), Sipo (Entandrophragma utile), Genuine Mahogany (Swietenia macrophylla) or White Oak, with full lite sash or door frames and muntin widths 1" or wider, Woodstone warrants its SuperSpacer Insulating Glass (IG) against seal failure as follows.

Woodstone's Insulating Glass (IG) with SuperSpacer includes a limited warranty 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 11<sup>th</sup> 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.

## **WOODSTONE® Warranty – continued:**

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 glass manufacturer's 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 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:**

**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. Units that are primed only, finished on one side or unfinished are not warranted.

Woodstone will furnish 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.

**Sash/Door Warp:** Warp is a natural, albeit undesirable, characteristic of solid wood and occurs because even finished wood gains and/or loses moisture to reach equilibrium with the humidity level of its installed environment to some extent.

Woodstone sash and doors are fabricated using lumber containing between 6% and 12% moisture content, as recommended by the Architectural Woodwork Institute and Window and Door Manufacturers Association. However, Woodstone has no control over the levels of humidity to which our products are subjected after shipment and some warping is to be expected.

Doors and sash of varying wood species, especially doors and sash with different wood species laminated together, react differently when exposed to varying levels of humidity. Within 12 months, after installation, a door or sash that has warped may acclimate to its environment and return to its original shape. It is, therefore, industry standard to defer any warped sash or door claim for 12 months before repairing or replacing it. This acclimation period is recommended by the Architectural Woodwork Institute as well as the Window and Door Manufacturers Association.

According to the Architectural Woodwork Institute and the Window and Door Manufacturers Association, warp is not considered a defect unless it exceeds 1/4" on a 6'-8" tall sash or door, or 3/8" on an 8'-0" tall sash or door. Sash and doors more than 8'-0" tall can be expected to sometimes warp more than 3/8".

Doors installed with hardware that does not provide multiple point locking are prone to warp more than doors with multipoint locking. Other conditions that may give the appearance of a warped door include but are not limited to jambs not installed at right angles to the closed position of the sash or door and minor warping can be remedied by shimming jambs and hinges slightly out of perpendicular to effectively realign the sash or door to its jamb. See Installation Procedures.

## **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, refinished or cleaned by others with chemicals incompatible with the Woodstone finish or glazing sealants are not warranted. Refinishing or cleaning with the use of a pressure washer is not warranted. 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.

## **OTHER WARRANTY CONSIDERATIONS:**

**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.

### **USE OF LADDERS, LIFTS AND SCAFFOLD:**

If ladders, lifts and/or scaffold are required to make any on-site repairs or replacements under the terms of this warranty, the costs of permitting for, providing, installing, removing or other associated costs relating to the use of said ladders, lifts and/or scaffold in the repair or replacement process are not included and will be provided on a cost plus basis.

**THE ORIGINAL POINT OF DELIVERY IS NOT THE SITE AT WHICH THE PRODUCT IS INSTALLED:** When Woodstone product is installed in locations beyond the designated Original Point of Delivery, as may be the case with most Common Carrier deliveries, in addition to the remedial options expressed herein, Woodstone will repair or replace, at its option, free of charge, in whole or in part, product that is returned by the customer F.O.B. to the Original Point of Delivery. It will be the customer's responsibility to pay all crating and shipping costs from the site at which the product is installed to the Original Point of Delivery and back again after the product is repaired or replaced by Woodstone.

## **WARRANTY EXCLUSIONS, 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 equal to those properly approved and authorized, may be considered defective. Woodstone's warranty excludes remedy for damage or defect caused by abuse, damage to products and materials not provided by Woodstone, 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 honoring any Woodstone warranty or 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. For any claim to be valid, the customer must identify and quantify the specific defect in a written report transmitted to and verified as received by Woodstone prior to the end of the warranty period. General non-specific claims will not be warranted.

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.