



WOODSTONE® PRODUCT WARRANTY

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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.

Woodstone products are unique to each project, as specified by the customer, and deemed to be articles which are not customarily produced or distributed for sale to, or use or consumption by, or enjoyment of, a consumer, as defined by the CONSUMER PRODUCT SAFETY ACT (Codified at 15 U.S.C. §§ 2051–2089).

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.

FINISH: While all paints and finishes are manufactured by others, it is Woodstone's policy to pass on to the original purchaser 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 is 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.

GLASS: While all window and door glass is manufactured by others, it is Woodstone's policy to pass the warranty on to the original purchaser, as provided by the glass manufacturer, against defect or error in workmanship for glass recommended and purchased by Woodstone. **Woodstone will not 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, wavelength 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.

Visual standards for Flat Glass, Tempered/Heat Treated Glass and Laminated Glass:

While Woodstone uses the highest quality glass appropriate for most architectural glazing applications, visual glass imperfections, distortions and blemishes do occur, and the following specifications define the acceptable standards for most Woodstone glazing products.

- **Distortion in Flat Glass:** Woodstone uses Flat Glass in its products conforming to ASTM Designation C 1036 for Cut Size Quality Q3 and Cut Size Quality Q6 for Patterned and Wired Flat Glass. All Heat Treated Glass (i.e. Tempered Safety Glass and Heat Strengthened Glass) conforms to ASTM Designation C 1048 specifications for warp and distortion. All Laminated Glass conforms to ASTM Designation C 1172 specifications. If you would like to see the ASTM specifications for any of the glass types listed above, please contact Woodstone's Client Services Department.

Visual specifications for glass not listed above, including but not limited to all artistic glass, leaded, bent, beveled, and restoration glass, is not included and determined on a project-by-project basis.

- **Distortion in Tempered and Heat Treated Glass** due to the glass tempering process may be visible. Tempered glass possesses the basic optical qualities of annealed glass. The induced stress condition sometimes produces a slight bow in tempered glass lights. Tempered glass that has been manufactured in a vertical tempering oven contains small surface depressions resembling dimples along one edge. These marks are caused by the pointed metal tongs which support the glass during its passage through the oven. Glass, which is passed horizontally through an oven, may contain a very slight surface wave caused by contact with the rollers. The waviness can sometimes be detected when viewing reflected images from a large distance. Finally, the air quench nozzles discharge air in a fixed, reciprocating or rotating motion. The area of air quench can be seen through polarized glass as arrays of iridescent spots or lines. Under some lighting conditions these patterns can be seen in ordinary light.
- **Distortion in Laminated Annealed Glass:** Although more expensive, Distortion in Laminated Annealed Glass is less visible and is sometimes an option in lieu of tempered glass for most safety glass applications.

INSULATING GLASS: Insulated Glass (IG) is warranted against failure of the air seal for a period of four years from date of fabrication 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. 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, 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.

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 provide replacement IG F.O.B. the Original Point of Delivery. If the owner agrees to ship a sash or door to and from Woodstone's Vermont 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 not fabricated by Woodstone are not included in this warranty.

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 glass manufacturer's warranty, only to the extent 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, material specification, and performance requirements are not included.

Woodstone IG Warranty Renewal for replacement IG units extends only to the end of that time period first established when the window or door was new, and the initial IG warranty period commenced.

HARDWARE: While all window and door hardware is manufactured by others, it is Woodstone's policy to pass on the manufacturer's warranty to the original purchaser, as provided by the manufacturer, against defect or error in workmanship. Woodstone warrants that all hardware is installed in accordance with the manufacturer's recommendations. Hardware purchased by the customer is not warranted. 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.

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 Woodstone products.

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. Woodstone's warranty excludes remedy for damage or defect caused by abuse, damage to products and materials not provided by Woodstone, modifications not performed 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 at the time of delivery, 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 the client waives its right to require correction by Woodstone and/or to make a claim for breach of contract and/or warranty.