



## ELITE VINYL WINDOW & PATIO DOOR LIMITED WARRANTY

Elite Windows and Doors hereby guarantees and warrants all work performed. Our Warranty comes with a **Limited Life Time Warranty** for all installation and defective parts and pieces.



- Frame, Components & Defective Glass
- Accessories ie; locks, lifts, hinges, and handles & screens
- Exterior finishes
- Installation

**IMPORTANT NOTICE:** Please read this entire Elite Window Solutions ("Elite") Limited Warranty By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale. This Limited Warranty applies only to Vinyl Windows and Patio Doors manufactured by Elite. **Elite warrants that all Elite labor, parts & materials will be covered 100% within (2) two years of substantial installation**, after which time the Buyer will be responsible for any installation, service charges, or disclaimer items as outlined below.

### LIMITED LIFETIME WARRANTIES FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

This Limited Warranty applies only to Vinyl Windows and Patio Doors manufactured by Elite. Elite makes the following exclusive Limited Warranties for Elite windows and patio doors installed in owner-occupied single-family homes subject to the stated conditions and limitations.

#### Nonglass Materials and Workmanship.

##### Nontransferable Limited Lifetime Warranty. (Owner-Occupied)

Elite warrants that all non glass components of its vinyl windows and doors will be free of defects in material or workmanship that significantly impair their proper operation and function for as long as Buyer owns and occupies the home into which the vinyl windows and doors manufactured by Elite are installed. If Elite is given notice of a defect in materials or workmanship of a vinyl window or door manufactured by Elite, Elite shall, at its sole option: **1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Elite or 2) refund the original purchase price. This Limited Lifetime Warranty is provided to the original Buyer and may not be assigned or transferred.** (Vinyl windows and doors manufactured by Elite installed in other than owner-occupied single-family homes and glass are excluded from this Limited Lifetime Warranty.)

### TRANSFERABLE LIMITED WARRANTIES FOR PRODUCTS INSTALLED IN OTHER THAN OWNER-OCCUPIED SINGLE FAMILY HOMES AND LIMITED WARRANTY FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

#### Nonglass Materials and Workmanship. Transferable Ten-Year (10-Year) Limited Warranty. (Non-Owner Occupied)

This transferable Ten-Year (10-Year) Limited Warranty applies to other than owner-occupied single-family homes and automatically replaces the Limited Lifetime Warranty for products installed in owner-occupied single-family homes, upon Buyer's transfer of ownership of the single-family home or at such time that the Buyer ceases to occupy the home, within ten (10) years of the date of sale by Elite. Elite warrants that all non glass components of its vinyl windows and doors shall be free of manufacturing defects in material or workmanship that significantly impair their proper operation and function for ten (10) years from the date of sale by Elite or its authorized dealer. If Elite is given notice of a defect in materials or workmanship of a vinyl window or door occurring within ten (10) years from the date of sale by Elite, Elite shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Elite or its authorized dealer) or 2) refund the original purchase price. This Ten-Year (10-Year) Limited Warranty may be transferred.

#### Installation Warranty.

Elite makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. Elite warrants that all installation work performed as a part of a Covered Installation will be free of Installation Defects for a period of two (2) years from the date of substantial completion of the original installation. An "Installation Defect" is an error that significantly impairs the proper operation of a Elite product. If Elite is given Prompt Notice of an Installation Defect within two (2) years from the date of substantial completion of the original installation, Elite shall, at its sole option: 1) furnish labor to repair any such Installation Defect (and provide replacement materials if Elite determines such materials are necessary to make the repairs) or 2) refund the original purchase price of the defective unit(s) including the price of installation.

Elite/Seller shall cover costs associated with services and repairs outlined in this document for a period of two (2) years from Installation, after which time Elite shall service Elite products as set upon the upfront payment of \$150, which shall cover the diagnostic and any repair/replacement labor. Thereafter, a \$100 charge will apply to each additional unit repaired. "Unit" is defined as a separate window or door, and multiple windows manufactured or installed as one piece shall still be considered multiple units and counted based on the number of frames. This \$100 per-unit charge is subject to an annual increase based upon the published Consumer Price Index rate.

**Exterior Paint Finishes. Transferable Ten-Year (10-Year)Limited Warranty.**

Elite warrants that exterior paint finishes on Covered Elite Products shall not check, crack or peel and shall be free of manufacturing defects in material or workmanship that significantly impair their proper operation and function for a period of ten [10] years from the date of sale by Elite or its authorized dealer. If Elite is given notice of a defect covered by this warranty occurring within ten [10] years of the date of sale by Elite, Elite shall, at its sole option: 1) refinish the product (the finish will be done with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product), 2) repair the product or provide replacement part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Elite or its authorized dealer) or 3) refund the original purchase price.

**CONDITIONS APPLICABLE TO ALL SALES OF COVERED ELITE PRODUCTS AND LIMITED WARRANTIES****Limitation of Warranty.**

**FAILURE TO COMPLY WITH ELITE INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.** This Limited Warranty is the exclusive warranty for the Covered Elite Products. ELITE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FOR A PARTICULAR PURPOSE OR OTHERWISE. This Limited Warranty gives you specific legal rights, and you may have additional rights, which may vary over time as deemed by the state.

**Allocation of Risks of Elite Product Performance & Water Infiltration**

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Elite Corporation is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction or maintenance; failure to install Elite products in accordance with Elite Installation Instructions; or the use of Elite products in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Elite products, as well as the design and installation of flashing and sealing systems, is the responsibility of Buyer or User, the architect, contractor, or other construction professional, and is not the responsibility of Elite. All risks related to building design and construction, or the maintenance, installation and use of Elite products shall be assumed by Buyer and/or User.

**Limitation of Remedy.**

**THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE SOLE LIABILITY OF ELITE AND Elite FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF ELITE, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF ELITE OR Elite EXCEED THE PRICE PAID FOR THE PRODUCT.** Replacement products shall be a reasonably similar current product and may not exactly match the original. Even where Elite chooses to repair or replace product within two (2) years of the date of sale, the costs covered by this warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Elite product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Elite or Elite provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then Buyer and/or User agrees that this limitation of remedy shall not have failed of its essential purpose.

**DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER****Elite is not responsible for or makes no warranty as to:**

- 1) Product failure, loss or damage due to:
  - Normal wear and tear.
  - Improper storage, handling, installation, finishing, use, modification or maintenance.
  - Mechanical abrasion to finish.
  - Non-factory-applied finishes, applied sealants or caulking. Finishes applied by a non-affiliated Elite Contractor are not covered by this warranty.
  - Finishes of non-Elite products.
  - Structural settlement, movement or vibration.
  - Products exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
  - Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
  - Acts of God.
  - Acid rain or other corrosive elements.
  - Accidents, including accidental glass breakage.
  - Application of after-market window films to glass surfaces.
  - Damage caused by inappropriate finishes, solvents, brick wash or cleaning chemicals.
  - Glass breakage, not the fault of Elite, that results in seal failure.
  - Damage to glass as a result of improper use or application.
  - Damage caused by high in-home humidity (condensation, frost or mold).
  - Accident; misuse; abuse; alterations; improper handling, operation or cleaning.
  - Improperly installed security systems.
  - Products with modifications that are not approved by Elite Corporation.
  - Hardware finishes.
  - Ripping, tearing or other damage not the fault of Elite to window screens associated with wear and tear through product use.
  - Insects, including grasshoppers.
  - Finishing or modifying the structure containing the repaired or replaced product.
  - Products that have not been paid for in full.

2) Minor imperfections in the glass:

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.

3) Installation inconsistent with Elite Installation Instructions:

- Damage resulting in whole or part from installation inconsistent with Elite Installation Instructions.
- Altered or reinstalled products.
- Products used in non vertical glazing applications.
- Combinations not built by Elite or not built in accordance with recommendations for mulling and combining windows.

**NFRC Standards.**

Elite products labeled with the National Fenestration Rating Council (NFRC) Energy Performance label are tested in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. For details on NFRC energy performance ratings, go to [NFRC.org](http://NFRC.org).

**Argon.**

For Elite products labeled as having Low-E insulating glass with argon, Elite suppliers inject argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of argon out of the insulating glass. Elite makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

**Prompt Notice of Claim.**

Within the warranty period, Buyer or User shall notify Elite immediately, and in no case more than one year, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which Elite did not receive notice within one year from the time the problem first became known, shall be barred.

**Limited Warranty Claim Procedure.**

Claims under these Limited Warranties may be made in writing to Elite Corporation, Customer Service Department, 10122 Superior Way, Amelia, VA or by calling for service at 804-794-7488 or by going to <https://www.elitewindowsolutionsllc.com/performance/warranties/> and submitting an email request. Claims to Elite should include the following information: 1. Claimant's name, address and phone number and the installation address 2. A description of the product, purchase price, and date and location of purchase, and copies of invoices; 3. A description of the product concerns (photos may be included).

**Entire Agreement.**

With the exception of a written statement signed by an authorized Elite representative, this Limited Warranty and all the terms contained herein constitute the entire agreement between Elite/Elite and Buyer/User. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, Buyer and User agree that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.

**No Amendment Except in Writing.**

Elite and Elite offer this product, and Buyer and User accept it, subject to the foregoing Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of Elite.