

Installation Warranty and Service Agreement



If you ("Buyer") entered into a Sales Agreement with WDG for the sale and installation of WDG products into your existing home ("Installation"), this Installation Limited Warranty ("Installation Warranty") and Service Request Agreement ("Service Request Agreement") (collectively "Warranty and Service Request Agreement") applies.

WDG Installation Warranty does not apply to product defects caused by the manufacturer, however we do offer service for product defects caused by the manufacturer where this is applicable (see Installation / Service fees). Product defects are covered under each manufacturer's individual product warranties. Buyer should review the applicable product warranties for warranty coverage and limitations applying to Buyer's products. WDG Installation Warranty / Service Request Agreement does not apply to any products that are not installed by WDG.

Installation Warranty During Year 1:

WDG makes the following Installation warranty for any & all WDG Installations: WDG warrants that all product installation work performed will be free of Installation defects for one (1) year from the date of completion of the original installation. WDG does not provide free warranty service for any part of an installation after one year. This applies to the product purchased or the structure it was installed in. An "Installation Defect" is an error or Installation failure that significantly impairs the proper operation of the product or structure it was installed in. If WDG is given Prompt Notice of an Installation Defect within one (1) year from the date of completion of the original installation, WDG shall, at its sole option: 1.) Furnish labor to repair any such Installation Defect(s) and provide replacement materials if WDG determines such materials are necessary to make the repairs. 2.) Refund the original purchase price of the defective unit(s). WDG warranties any new construction labor for a period of one (1) year as well. New construction is anything that requires us to cut into your existing window or door openings. Carpentry work of any kind is considered new construction. Caulking may be necessary on some installations to seal the frames or trim package against water and/or air infiltration. WDG warranties the original caulking for one year. Caulking is considered a maintenance issue and is the responsibility of the homeowner.

Installation/Service Request After Year #1:

WDG offers the following Installation & Service Request program for WDG Installations only. WDG agrees to service products installed in your existing home by WDG for a service charge as outlined in this paragraph below. WDG shall provide service for WDG Installations only, where buyer gives notice of the need for service as long as the need for service is due to an WDG Installation defect or manufacturers product defect. A manufacturers product defect is a defect that significantly impairs the proper operation and function of your product(s) and is covered under the applicable manufacturer's warranty. Installation defect(s) is something that significantly impairs the proper operation of the product or structure it was installed in. WDG shall service WDG products as outlined in this Installation/Service Agreement upon the up-front payment of \$175, which shall cover the initial inspection by our factory technician to identify any repair, replacement labor, stucco work, scaffolding, material lifts, and any carpentry work or special equipment required. ***Continued above on upper right side of page***

Upon these conditions being met, WDG shall furnish a written labor quote to repair or replace the product(s) or structural items in question, after the inspection at your home. WDG will not perform any Installation or service work until the written quote is agreed upon in writing. This Service does not apply between-the-glass decorative grid options, blinds or shades sealed between the insulating glass, and screens are subject to service for one (1) year only. The manufacturer of the specific product in question may service their own product(s) if that is the manufacturer's policy. WDG will not perform any service if the manufacturer does not allow us to perform service on their products.

Interior Trim:

If WDG provided trim around your window, door or window coverings as part of the Installation and such trim must be replaced under this Warranty and Service Agreement, WDG shall provide reasonably suitable trim but cannot assure it will match the original trim.

Interior/Exterior Finishes:

The extent of coverage with respect to interior or exterior finishes is limited as set forth in this paragraph. If the original product or component was finished by WDG and a replacement is required because of a Manufacturers Product Defect (other than the finish itself) or Installation Defect pursuant to this Warranty and service Agreement, the product will be replaced with finish. If the finish was provided by someone other than WDG, the product or component replaced will not be finished and no coverage is provided by WDG for such finish.

Warranty and Installation / Service Agreement:

This Warranty and Installation / Service Agreement is not transferable to any subsequent owner of the home on which the Installation occurred. This applies to the original homeowner / "Buyer" listed on the home improvement contract only.



Limitation of Installation Warranty & Service Request Agreement:

This Installation Warranty is the exclusive warranty for an Installation. WDG MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INSTALLATION OR SERVICE REQUEST OF YOUR PRODUCTS.

Limitation of Liability:

THIS WARRANTY AND SERVICE AGREEMENT SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION AND SERVICE REQUEST WORK. IN NO EVENT (INCLUDING WHERE WDG HAS NO PERFORMANCE OBLIGATIONS DUE TO THE OPERATION OF CONDITIONS OR LIMITATIONS) SHALL WDG OR INSTALLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF ANY PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF WDG OR INSTALLER EXCEED THE PRICE PAID FOR THE PRODUCT OR INSTALLATION, WHICHEVER IS LESS.

Limitation of Remedy:

THIS WARRANTY AND SERVICE AGREEMENT SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION AND SERVICE REQUEST WORK. IN NO EVENT (INCLUDING WHERE WDG HAS NO PERFORMANCE OBLIGATIONS DUE TO THE OPERATION OF CONDITIONS OR LIMITATIONS) SHALL WDG OR INSTALLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF ANY PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF WDG OR INSTALLER EXCEED THE PRICE PAID FOR THE PRODUCT OR INSTALLATION, WHICHEVER IS LESS. (I.E., REPAIR OR REFUND), THEN BUYER AGREES THAT THIS REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE

DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL WDG INSTALLATIONS:

WDG is not responsible for any loss or damage and makes no warranty or service commitment due to

1. Installations, repairs or modifications performed by anyone other than WDG or someone under the control or supervision of WDG.
2. Installation of non-WDG products. .
3. Installations or service that has not been paid for in full.
4. Installation or product failure, or loss due to:
 - Structural settlement or movement, vibration, excessive localized heat, high in-home humidity (condensation, frost and mold), high moisture environments or latent defects in home.
 - Water leakage not caused by WDG or after the first 12 months of product installation if caused by the installation performed by WDG.
 - Acts of God.
 - Finish except as specifically described herein or by manufacturer.

- Accidents, misuse, abuse, alterations, or improper handling, operation or cleaning (by others outside of Seller's control).
- Improperly installed security systems or damage by security systems.
- Failure to utilize proper maintenance or finishing practices.
- Normal wear and tear.
- Damage and or discoloration to fabric shades, screens or blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if product is not being cycled (held in the raised position a portion of the time).
- Damage and /or discoloration to between-the-glass decorative panel from sun exposure, abuse or age.
- Any breaches, such as scratches, chips or abrasions, that have not been timely repaired.
- Application of after-market window films to glass surfaces.
- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Minor imperfections upto 1/4" along the edges of the Seacoast Exterior Paint.
- Variations in wood grain, color, texture or natural characteristics.

Warranty & Service Claim Procedures.

Claims should include the following information when calling Info Service Department 800-577-0643

1. Claimant's name, address, and phone number and the installation address (if different);
2. Description of the product, purchase price, and the date and location of purchase, the name and other identifying information for WDG, any copies of the sales agreement.
3. Description of the product or installation concerns (photos must be included); and if photos or videos cannot be provided, a service fee of \$175 will be charged for WDG to come obtain photos.
4. Brief summary of attempts made to address the concerns.

Entire Agreement.

The signed Home Improvement Contract Agreement, this Installation Warranty and Service Request Agreement, if applicable and the manufacturer product warranties effective at the time of purchase constitute the entire agreement between WDG and Buyer. Buyer agrees there is no reliance on any statement, agreement, writing, warranty or representation, either written or oral, other than the terms contained in this Installation Warranty and Service Request Agreement, the Home Improvement Contract Agreement, and any applicable manufacturer product warranties. This Installation Warranty and Service Request Agreement may only be modified upon WDG's written notice to Buyer and Buyer's consent to the proposed modification by their signature on the Home Improvement Contract. WDG warranties can be found at www.windowdesigngroup.com/tips-tools/warranties-service/