



# Dallas Millwork, Inc.

April 1, 2009

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## LIMITED NON-TRANSFERABLE WARRANTY FOR WOOD WINDOW PRODUCTS

Dallas Millwork, Inc. (DMW) extends to the original purchaser a limited warranty for one (1) year from the date of manufacture on all window products manufactured by DMW. The said product is warranted to be free of factory caused defects, under normal use and maintenance, in manufacturing, materials, and workmanship that would render the product unserviceable. Texture, color variations, aesthetics in general, does not constitute serviceable defects in material. DMW will repair or replace, at its sole discretion, any of its products found to be defective, provided written traceable notification is given thirty (30) days from discovery of a defect. If the purchaser installs, finishes, or retains a product containing an obvious defect, for a period of more than thirty (30) days, without giving written notice as required herein, this warranty shall be null and void and Dallas Millwork, Inc. shall bear no liability for said claim. DMW reserves the right to discontinue or change any of its products or the parts utilized in any of its products at its sole discretion. DMW reserves the right to supply current design, which may not exactly match the original, in the event a product is discontinued or is otherwise unavailable. Repairs of any defects that arise or become manifest after the expiration of the warranty period are not the responsibility of DMW. The warranty on replacement product will extend for the remainder of the warranty period of the original unit. The warranties set forth herein may not be altered or amended by any individual either orally or in writing without the express written consent of Dallas Millwork, Inc. This warranty is applicable only to product installed in the United States of America.

### WARRANTY EXCLUSIONS

1. Monolithic or Insulated; annealed, tempered, or laminated glass products (covered by separate warranty)
2. Glass breakage
3. Improper installation, field finishing or maintenance or product installed in unusual or extreme locations
4. DMW products installed in structures that do not allow for proper management/drainage of moisture such as EIFS, known as Synthetic Stucco
5. Discoloration caused by weathering or water infiltration not related to a defect in materials or workmanship of the products
6. Any misuse, modification or alteration of any kind
7. Variations in the color or grain of wood products new or due to normal aging and fading.
8. Damage caused by extreme artificial temperature buildup or exposure (e.g., where storm windows are present)
9. Damage to glass and SDL caused by brickwash (acid wash), powerwashing, chemicals, salt, acid rain, and sanding
10. Condensation on products and resultant damage due to interior humidity
11. Window hardware finishes are not warranted. Window hardware is warranted against defects in materials and workmanship for a period of one (1) year
12. Product that has been field milled or products that have been field assembled with DMW fabricated parts
13. Rattling of internal grilles within an airspace

**This warranty covers manufacturing defects only and does not include damage or defects due to accidents, or intentional damage, hail, lightning, flood, fire, acts of God, building settlement or structural failure, chemical pollutants, mildew, improper maintenance, vandalism or any other cause beyond the control of Dallas Millwork, Inc. In no event shall Dallas Millwork, Inc. pay for the cost of shipping, labor, removal, installation, or finishing of replacement product. In no event shall Dallas Millwork, Inc. pay for charges incurred from modifications made to our product unless with prior written consent. There are no warranties granted other than as expressly provided.**

It is our pride to manufacture innovative and bold, yet functional millwork. From time to time, designs and product descriptions are submitted to DMW for manufacture which, in our opinion may contain aspects or features that may become items of serviceable concern. These product aspects or features may prove to be entirely serviceable over the life of the product. Therefore, DMW reserves the right and acknowledges its obligation to limit or withhold warranty on any specific item, part, feature or product which it deems of serviceable concern.

### IMPORTANT LEGAL INFORMATION

This Limited Warranty document sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product. In the event state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein. This Limited Warranty document gives you specific legal rights, and you may have other rights that vary from state to state.

No distributor, dealer or representative of Dallas Millwork, Inc. has the authority to change, modify or expand this warranty.