

# Dallas Millwork, Inc.

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## LIMITED LIFETIME NON-TRANSFERABLE WARRANTY FOR GLASS AND INSULATED GLASS

Dallas Millwork, Inc. (DMW) extends to the original purchaser a limited warranty for the life of the insulated unit from the date of manufacture on all insulated glass (IG) products manufactured by DMW. The said product is warranted to be free from manufacturing defects and failure of the hermetic seal under normal use and maintenance. One-light IG units exceeding the following size limitations of continuous glass surface area shall have no warranty: Sash set units – not to exceed 30 square feet, True divided light units exceeding 40 square feet of sash area shall have no warranty. Minor scratches or other imperfections in the glass that do not impair the integrity or significantly obscure normal vision or viewing capabilities are not considered manufacturing defects and are not covered by this warranty. Should there be a covered seal failure not caused by one of the above factors, DMW will provide at its discretion, either a replacement piece of insulated glass or a sash glazed with insulated glass at no charge for a period of ten (10) years from the date of manufacture. After the tenth year, DMW will furnish replacement glass only at 50% of the published list price at time of replacement. DMW reserves the right to discontinue or change any of its glass products or manufacturers of glass products (e.g. Low-E coatings or specialty glass patterns) at its sole discretion. DMW reserves the right to supply current glass product, which may not exactly match the original, in the event a product is discontinued or eliminated from our product lines. 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 is withheld from any product for which payment has not been received within specified terms.

#### Section A: WARRANTY EXCLUSIONS

- 1. Glass breakage
- 2. Improper installation, maintenance or product installed in unusual or extreme locations
- 3. Any misuse, modification or alteration of any kind
- 4. Seal failure caused by extreme artificial temperature buildup or exposure (e.g., where storm windows or doors are present)
- 5. Damage to glass, sealants and SDL caused by brickwash (acid wash), powerwashing, chemicals, salt, acid rain, sanding, or products that are not compatible with DMW sealants
- 6. Rattling of internal grilles within an airspace
- 7. The application of after manufacture films or tinting on glass
- 8. The use of triple insulated glass, specialty pattern glass, or IG units with capillary tubes will only carry a limited five (5) year warranty
- 9. Bent glass will only carry a limited one (1) year warranty

### Section B: ADDITIONAL INFORMATION

This warranty covers glass imperfections as described in ASTM C 1036, and no other standards will be considered.

Condensation of moisture on the exterior surfaces of an insulated glass unit may occur as a natural result of excessive humidity within the property. As a result of moisture, any related water damage is not covered under this warranty.

This warranty covers manufacturing defects and hermetic seal 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, mold or 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.

#### Section C: 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.