



Effective January 1st, 2024

# COMMERCIAL WINDOW + DOOR

This Limited Warranty applies to all products sold via Northeast Windows USA, INC. for windows and sliding glass doors purchased on or after the Effective Date from an authorized Northeast dealer, and installed in the U.S.A. This Limited Warranty extends to the owner of the structure in which the products are originally installed and is not fully transferable.

## TERMS OF SERVICE & LIMITED LIFETIME WARRANTY



## GLASS COMPONENTS

Glass warranties apply to factory-installed glass or Northeast supplied glass installed by Northeast-authorized service personnel. Standard insulating glass with Quanex Duralite spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for ten (10) years in sizes up to sixty (60) square feet, and for five (5) years in sizes sixty (60) square feet and larger. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for five (5) years. Imperfections in Glass is subject to ASTM standards and industry wide accepted 5 & 10 feet rule. This includes for scratches, imperfections in low-e coating, dimples, and compression. Grid mis-alignment with deviation of up to 1/8" in considered to be acceptable and not covered within this warranty.

## NON-GLASS COMPONENTS

Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years. Hardware installed in coastal environments may experience accelerated weathering due to salt water conditions. Non-Stainless Steel Hardware finishes are not warranted in coastal environments.

## LAMINATED FINISH

Except as described below, Northeast's standard exterior laminated finish is warranted against manufacturing defects resulting in chalk, fade, and loss of adhesion (peel), per the American Architectural Manufacturer's Association's (AAMA) Specification 2605-11 Sections 8.4 and 8.9, for twenty (20) years. Laminated finishes are provided with the same warranties, limitations, and exclusions Northeast receives from its supplier; Renolit. Contact Northeast for further details.

Standard exterior laminated finishes installed in coastal environments (within one (1) mile of a seacoast or other saltwater source) is warranted against manufacturing defects resulting in abnormal deterioration caused by corrosion and/or loss of adhesion for five (5) years. "Abnormal deterioration" means damage to the finish (such as peeling, flaking, or blistering) beyond what is normal for an ocean coastline environment. Standard Extruded or other specialty finishes are not warranted in coastal environments.

## STANDARD EXTRUDED COLOR FINISH

Northeast standard extruded finishes are not warranted against color fading.

## STANDARD VINYL INTEGRITY

Northeast Windows and Doors vinyl is warranted against material defects for a period of ten (10) years. This includes corrosion, rotting, blistering, or flaking. This does not include warping or color fading. Windows experiencing sun light reflection from surrounding areas are not covered by warranty.

## OBSOLETE OR DISCONTINUED PARTS

Parts designated at the time of sale by Northeast as obsolete or discontinued are warranted against manufacturing defects for a period of one (1) year. If product failure is experienced after a period of one year, Northeast has the right to substitute the current offering for repair.

## IN HOUSE LABOR & SITE VISITS

Northeast will honor up to one year free labor and necessary site visit service calls. Any repair or site visit post one year from date of purchase is subject to the prevailing site fee visit rate. For necessary repairs deemed warranted post one year, labor involved is subject to billing at the current hourly prevailing rate. Materials will be covered under warranty. For necessary repairs not under warranty, the required materials and labor are subject to billing. All expenses are required to be paid in full prior to any labor or dispatch of certified Northeast technicians. Northeast has the right to refuse site visits for items out of warranty.

## EXCLUSIVE REMEDY

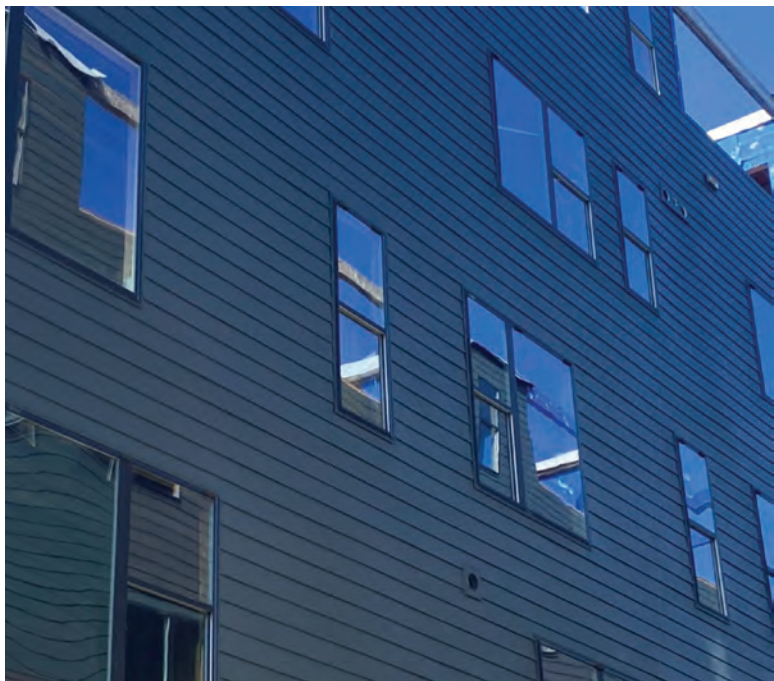
This Limited Warranty is made as of the original date of product purchase\* and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase\*. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited Warranty, Northeast will, at its option, repair or replace the product or component. Removal, installation, finishing, refinishing, and disposal costs and services are NOT included. Northeast will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.



## EXCLUSIONS

Damage, defects, or problems resulting from causes outside Northeast's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation: Installation, Maintenance, and Acts of God

- Installation not in conformance with Northeast's installation instructions and applicable building codes
- Improper or non-standard field finishing
- Non-standard installation, such as non-vertical or sloped glazing, upside down, sideways, or out of square products
- Installation or use in applications exceeding design standards
- Field Mullions
- Installation or use near pools, saunas, hot tubs, or other high-humidity environments or sources of chlorine
- Installation or use in areas experiencing high exposure to sunlight reflection
- Integration or compatibility with any third party provided device or system (i.e. alarms & blinds)
- Failure to follow Northeast's care and maintenance instructions
- Use of brick wash, razor blades, or other inappropriate cleaners or chemicals. List of appropriate cleaners may be found in our cleaning guides
- Misuse, abuse, modification, alteration, accident, or negligence
- Third party painting of any products
- Shifting or settling of the structure in which the product is installed
- Failure to properly flash, insulate, or secure the window. Including roof or soffit above bays & bows
- Extreme weather events, extreme or unusual atmospheric conditions exceeding the products rating
- Normal wear and tear; normal discoloration or fading of vinyl or laminates
- Glass imperfections consistent with ASTM or other industry wide accepted standards, which do not affect structural integrity. Including grid alignment of deviations up to 1/8"
- War, insurrection, civil unrest, riots, terrorism, or Acts of God



## WATER DRAINAGE

In periods of water exposure (i.e. rainfall) it is normal for water to build up in the sills or tracks of your units. In addition you may see water draining from the bottom of your sashes. All our products are manufactured with built in water weeping/drainage systems. These are designed to drain away any water to the exterior of your home. It is important to keep the sills/tracks of your units clean of any debris or build up for proper drainage. Build up of debris may block the interior punches and weepholes. We recommend routine cleaning. Units experiencing leaking from improper maintenance and or clogged weeping systems will not be covered under warranty.

## WARP

Bow, twist, and warp shall not be considered defects unless in excess of ¼ inches in the plane of the window or door. Northeast will not honor bow, twist or warp caused by sagging headers, unsquare framing, expansion of spray foam or mis-installed products. Action on claims for bow, twist, or warp may be deferred at Northeast's option for a period not to exceed twelve (12) months after installation to permit the product in question to acclimate to temperature and humidity conditions.

## HANDLING

Any windows being in a non temperature controlled environment, the plastic wrap is to be cut open and removed immediately upon acceptance of delivery. In warm conditions with sunlight exposure, warping may be experienced. Any window experiencing warping in such conditions will not be covered under warranty. During periods of transit and or storage, It is important for all units to be stored sitting upright as they would be in the installed position. Bowing or damage may occur if transported or stored in the improper position. This will impede or impact proper performance of our products. Any unit improperly stored or transported will not be covered under warranty.

## SHIPPING DAMAGE

Upon acceptance of delivery, all items are to be immediately inspected and approved. Any damage is to be noted with the delivery personnel at the time of acceptance of delivery. Any damage reported post delivery is subject to being billable for repair.

## MOISTURE MANAGEMENT

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited Warranty.

## THERMAL EFFICIENCY

Northeast does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time, and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. Northeast does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

## CONDENSATION

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty. For condensation within the insulated glass unit, please see section for glass components.

## CORROSION

Except as expressly provided in this Limited Warranty, finish failure or corrosion of vinyl finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty. Follow Northeast's care and maintenance instructions, available at [www.northeastwindowsusa.com](http://www.northeastwindowsusa.com).

## SCREENS

Screens are not designed to, and will not prevent falls. Hardware for screen components is warranted for up to one year after the date of manufacture. This does not include rips or tears in the mesh from improper handling, storage, transport, or physical damage.

## WINDOW OPENING CONTROL DEVICES

Window Opening Control Devices (WOCDs) are not a substitute for careful supervision of children. WOCDs must be tested at least monthly. Follow all safety information and instructions provided with WOCDs.

## BLIND WITHIN GLASS UNITS

Factory installed blinds between glass units shall be warranted for one (1) year post date of purchasing. Northeast will honor same warranty provided by its vendor, ODL Blink.

## PROCEDURE

Northeast Windows USA will provide free repair or replacement parts at its option, of any part that is proven defective due to manufacturing after inspection by Northeast Windows USA. In order to obtain performance of this limited warranty, contact your supplier where you purchased the product or ship the product pre-paid along with proof of purchase, to: Northeast Windows USA, 1 Kees Place Merrick, NY 11566. The repaired or replaced product will be returned to you at your expense. Northeast Windows USA will bear no other expenses such as labor costs of any kind, freight, removal or reinstallation. This is the exclusive remedy available for any and all warranty and other claims.

## ACCEPTANCE OF TERMS

By placing an order with Northeast, the terms & conditions noted in this document are considered binding and accepted.

## DISCLAIMERS

This Limited Warranty is the only warranty, written or oral, express or implied, provided by Northeast Windows USA, INC. (collectively "Northeast" in this Limited Warranty). No dealer, employee, or agent of Northeast, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Northeast. **ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.**

Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Northeast product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. **THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY NORTHEAST PRODUCT, BUT ONLY A WARRANTY TO REPAIR OR REPLACE.**

## LIMITATIONS

**IN NO EVENT WILL NORTHEAST BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL NORTHEAST'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT.** The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

## CERTIFICATIONS & RATINGS

Many standard Northeast products are labeled with the American Architectural Manufacturing Association (AAMA) Certification. AAMA Certification is based on the performance of a single sample of the product at the time of manufacture. Many standard Northeast products are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to single products only; however certain factory-mulled or combined product configurations may also be certified. Performance of individual products may vary and will change over time, depending upon the conditions of use. AAMA certifications and NFRC ratings are not performance warranties. For details on AAMA Certification, go to [www.FGIA.com](http://www.FGIA.com). For details on NFRC Energy Performance ratings, go to [www.NFRC.org](http://www.NFRC.org).

## SUSTAINABILITY

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Northeast product, and the design and installation of any flashing, sealing, drainage, or water management system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Northeast will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. This includes New Construction orders where Northeast has conducted a takeoff. Windows and doors are only one element of a structure; Northeast does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Northeast product.

#### NO WAIVER

Northeast may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Northeast's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances. In situations where original purchaser's account is in poor standing, past due or unpaid invoices, Northeast has the right to decline honoring any term set forth in this Limited Warranty.

#### NO CLASS ACTION OR JURY TRIAL

YOU AGREE YOU WILL ASSERT ALL DISPUTES OR CLAIMS AGAINST NORTHEAST AND NORTHEAST'S EMPLOYEES, DEALERS OR AFFILIATES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR IN ANY OTHER REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW. YOU AND NORTHEAST ALSO AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

#### WARRANTY CLAIMS

All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. To make a warranty claim, contact your local Northeast dealer or distributor. If you do not know the name of your local dealer or distributor, please send an email to [service@newindow.net](mailto:service@newindow.net) or call 516-378-6577. Please make sure to include the following information: your name, address, and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, actions you have taken, images of suspected issue, and contacts you have made with your local dealer or distributor. Once we've your request, we will try our best to promptly reply

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