



EAGLE® LIMITED WARRANTY¹

This Limited Warranty extends to and can only be enforced by an original consumer purchaser. This Limited Warranty applies only to EAGLE WINDOW & DOOR products purchased either directly from EAGLE WINDOW & DOOR or from an authorized dealer of EAGLE WINDOW & DOOR products.

INSULATED GLASS

EAGLE WINDOW & DOOR warrants insulated glass products incorporating stainless steel spacer bars against the failure of the air seal for a period of twenty (20) years from the date of manufacture.

EAGLE WINDOW & DOOR warrants insulated glass products incorporating aluminum spacer bars against the failure of the air seal for a period of ten (10) years from the date of manufacture.

Should there be a failure of the air seal within the Limited Warranty period, EAGLE WINDOW & DOOR will provide without charge either a replacement piece of insulated glass or a sash glazed with insulated glass, at its sole discretion, delivered to the original point of purchase, and the consumer will be responsible for the installation and any repainting, refinishing, or similar activities involved in the installation of the product.

EAGLE WINDOW & DOOR warrants insulated glass products against failure due to stress cracking or thermal shock cracking for a period of two (2) years from the date of manufacture.

EAGLE WINDOW & DOOR warrants its HarborMaster™ laminated glass against delamination for a period of five (5) years from the date of manufacture.

These Warranties do not cover cracked or broken glass or other damage to the product resulting from accident, abusive handling, or misuse; nor do they cover glass panes broken from the exterior. The application of films, coatings, or other applications to the glass and any modification of the product by the installation of a security system will immediately void the Warranty. EAGLE WINDOW & DOOR will without charge replace or repair the product that fails to conform to the foregoing warranties at its sole discretion, and the consumer will be responsible for the installation and any repainting, refinishing, or similar activities involved in the installation of the product.

WOOD PRODUCTS

EAGLE WINDOW & DOOR warrants for a period of ten (10) years from the date of manufacture the quality of workmanship and materials of wood products against defects which prevent the product from functioning as designed. Texture and color variations do not constitute defects in wood products and are not warranted. To comply with this Limited Warranty, it is the consumer's responsibility to: (1) ensure that all wood surfaces (interior, exterior, top, bottom, and any exposed sides) are immediately and thoroughly painted, varnished, or sealed in conformity to generally accepted field finishing standards; (2) ensure that the finishes are maintained; and (3) properly care for and protect all wood products against moisture,

excessive dryness, and other abnormal exposure. EAGLE WINDOW & DOOR will, without charge, replace or repair any wood products, which fail to conform to the foregoing warranty and will do so in the same condition as originally furnished. EAGLE WINDOW & DOOR will not accept responsibility for the installation and any repainting, refinishing, or similar activities involved in the installation of the product. EAGLE WINDOW & DOOR may defer or delay remedy of any wood product defect for a period of one (1) full year from the date of the receipt of your claim. This one (1) year period may be used because window and door products may stabilize themselves and return to their original plane as they adjust to various conditions.

Because any product which has been primed but not finish coated is vulnerable to degradation of the surface or damage to the product due to environmental conditions beyond the control of EAGLE WINDOW & DOOR prior to coating, painting, or other field finishing of the product, the surfaces of products sold and delivered by EAGLE WINDOW & DOOR with primed surfaces, whether such surfaces are to be exterior or interior, are not covered by this Limited Warranty, and no product defect caused by failure promptly and properly to apply a finish coat to any such surface is covered by this Limited Warranty.

HARDWARE, WEATHER-STRIPPING, BLINDS, AND SCREENS

EAGLE WINDOW & DOOR warrants all hardware, weather-stripping, blinds, and screens for a period of ten (10) years from the date of manufacture against failure to perform as designed (except polished brass finished hardware, which is not warranted). Within this time period, EAGLE WINDOW & DOOR will provide replacement hardware, weather-stripping, blinds, and screens without charge. EAGLE WINDOW & DOOR will not, however, be responsible for the installation and any repainting, refinishing, or similar activities involved in the installation of the product. Dealers should note that EAGLE WINDOW & DOOR will invoice the replacement products at their regular price and in turn issue credit after defective products have been returned to EAGLE WINDOW & DOOR for inspection and approval. Weathering of hardware finishes may vary and is not considered a defect and is not warranted. Note: Screens are designed for insect control and not for restraining consumers from potential falls from windows and doors.

EXTERIOR PAINTED ALUMINUM SURFACES

Subject to the conditions described below, EAGLE WINDOW & DOOR warrants that the paint film (a Silicone Polyester Enamel conforming to AAMA 2604 – 98) on its aluminum cladding in its standard colors will not crack, check, peel, flake, blister or lose adhesion for a period of 20 years from the date of manufacture when exposed to normal atmospheric conditions. In addition, the paint film is warranted for a period of ten (10) years against chalking in excess of a number eight (8) rating based on ASTM D 4214-97 and against color change of more than five (5) Delta E units in accordance with ASTM D 2244-93. Custom colors and Cardinal, Bing Cherry, and Fire Engine Reds are excluded from this Limited Warranty. The paint performance may vary based on orientation, altitude, installation

¹ 8/2007 - Present.

in heavy salt spray environments, and other atmospheric conditions. Normal, regular maintenance of the product is required to maintain the appearance and extend the finish life on clad units, including hardware, and is therefore required to maintain the Warranty. Consumers in areas of high salt concentration, such as those adjacent to the seashore and/or industrial atmospheres, must implement a systematic fresh water cleaning program so as to prevent the accumulation of concentrated salt deposits. Periodic waxing with an automotive-type wax may prolong the finish life. Products subjected to the detrimental effects of air pollutants, chemical or caustic washes, or the accumulation of concentrated salt deposits are not covered by the terms of this Warranty. EAGLE WINDOW & DOOR will without charge replace or repair a product that fails to conform to the foregoing warranties at its sole discretion, and the consumer will be responsible for the installation and any repainting, refinishing, or similar activities involved in the installation of the product.

STRUCTURAL PERFORMANCE

EAGLE WINDOW & DOOR warrants its extruded aluminum cladding to maintain its structural performance, shape, and profile for the life of the product when properly installed in its intended usage and under normal conditions. EAGLE WINDOW & DOOR will without charge replace or repair the product that fails to conform to the foregoing warranty, at its sole discretion, and the consumer will be responsible for the installation and any repainting, refinishing, or similar activities involved in the installation of the product

DEFECTS NOT COVERED BY THIS LIMITED WARRANTY

In addition to the exclusions already described, this Warranty does not cover the following defects:

1. With respect to any Wood Product: warping, unless the “warp” exceeds one-quarter of an inch (1/4”) in the plane of an EAGLE WINDOW & DOOR window or door itself and not the relation of the window or door to the frame or jamb in which it is hung. The term “warp,” means the amount of bow, cup, or twist in the window or door panel. When measuring the amount of warp present in an EAGLE WINDOW & DOOR window or door panel, place a straight edge, taut wire or string on the suspected concave face of the window or door. This action can be performed at any angle (horizontally, vertically, or diagonally) while the window or door is in its installed position. The measurement of bow, cup, or twist must be made at the point of maximum distance between the bottom of the straight edge, taut wire or string and the face of the window or door.
2. With respect to any insulated glass product, any cracking or other damage to glass caused by any glazing of the product by any party other than EAGLE WINDOW & DOOR.
3. With respect to all products, any condition or failure of performance not primarily and directly caused by EAGLE WINDOW & DOOR'S design or manufacture, including but not limited to any condition or failure due to:
 - a) Normal wear and tear and normal weathering.
 - b) Faulty or improper installation, installation not in conformity with industry standards, or the use of frames, jambs, or accessories, which do not properly receive or secure the product.
 - c) Deterioration, movement, or casualty in the frame, jamb,

wall, or building upon which the product has been installed.

- d) Catastrophic weather or act of God, including but not limited to fire, wind, or wind-borne object.
- e) Any damage under the control of the consumer and any unreasonable use, including but not limited to any defect due to vandalism, misuse, physical abuse, intentional act, accident, negligence, atmospheric pollution, acid rain, harmful chemicals, fumes or cleaning compounds, faulty or improper installation, failure to provide reasonable and necessary maintenance and care (including but not limited to maintenance and care against moisture, excessive dryness, and other abnormal exposure), failure to ensure that all surfaces (interior, exterior, top, bottom, and any exposed sides) are immediately and thoroughly painted, varnished, or sealed according to accepted field finishing standards, failure to maintain any necessary finish, and damage or deterioration for failure to use a drip cap above any window or door.
- f) Failure to maintain the product in accordance with EAGLE WINDOW & DOOR care instructions.
- g) Product performance to the extent that the product has been modified and/or ordered in any way other than by which the product was tested and/or certified by EAGLE WINDOW & DOOR.

4. With respect to auxiliary/direct set frame windows and products manufactured by distributors and dealers from components supplied by EAGLE WINDOW & DOOR, EAGLE WINDOW & DOOR warrants to the original consumer purchaser the materials manufactured by EAGLE WINDOW & DOOR, INC., only in Dubuque, Iowa. Products and product components sold by EAGLE WINDOW & DOOR distributors or dealers, which were not manufactured by EAGLE WINDOW & DOOR, INC., in Dubuque, Iowa, are not covered under this Warranty.

SPECIAL ITEMS AND PRODUCTS

While EAGLE WINDOW & DOOR prides itself on its ability to provide special products or special items which are manufactured to meet the specific design, specification, or use requirements of a consumer or construction project, EAGLE WINDOW & DOOR does not warrant or guarantee those products to meet any specific product performance tests. Because of the variety of items and products customers request EAGLE WINDOW & DOOR to provide, EAGLE WINDOW & DOOR cannot foresee how each of these units will perform in various construction and job site conditions. Under these circumstances, where a product does not conform to EAGLE WINDOW & DOOR'S tested and certified standard product designs, EAGLE WINDOW & DOOR does not warrant or guarantee in any respect the operation or function of these products.

LIMITATION OF WARRANTY

This Limited Warranty is the only express warranty provided by EAGLE WINDOW & DOOR. No dealer, employee, representative, or agent of EAGLE WINDOW & DOOR, nor any other person, has authority to assume or incur on behalf of EAGLE WINDOW & DOOR any liability, obligation, or responsibility in place of or in addition to this Limited Warranty.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EXCEPT ONLY AS MAY BE REQUIRED BY FEDERAL LAW OR STATE LAW APPLICABLE IN THE JURISDICTION IN, WHICH THE WARRANTED PRODUCT IS SOLD.

IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE APPLICABLE PERIOD UNDER THIS WARRANTY.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

IN NO EVENT SHALL EAGLE WINDOW & DOOR BE LIABLE FOR OR OBLIGATED TO PAY ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from State to State.

NO TRANSFER OF WARRANTIES

Except as provided below, these Warranties are not transferable by the original consumer purchaser, and this Limited Warranty and all claims and rights hereunder shall terminate upon sale or other legal or equitable transfer of ownership, in whole or in part, of the property upon which the warranted product has been installed.

CLAIM PROCEDURE

It is required that each window and door be inspected upon receipt of delivery and before installation and finishing. To initiate a claim under this Limited Warranty, the original consumer purchaser must contact:

Customer Service
EAGLE Window & Door LLC
2045 Kerper Blvd.
Dubuque, Iowa 52001
1-800-324-5354

EAGLE WINDOW & DOOR must receive each claim within the applicable Warranty period and also within sixty (60) days after the date the defect is first discovered or reasonably could have been discovered. The claim must contain the following information:

1. The original consumer purchaser's name, address, and telephone number.

2. A description of the product.
3. Proof of the date of purchase (an invoice will suffice).
4. The name of the dealer from which the product was purchased (if known).
5. A description of the defect and any further pertinent information.

EAGLE WINDOW & DOOR will reply within a reasonable period of time after receipt of the claim. For a claim to be honored, the consumer must cooperate with EAGLE WINDOW & DOOR by providing any other information and evidence reasonably required to resolve the claim, and if requested, the consumer must permit EAGLE WINDOW & DOOR to inspect the product within a reasonable period of time after the claim is made. This Limited Warranty will be void if the product is removed or modified without first providing EAGLE WINDOW & DOOR with notice and the opportunity to inspect the product as installed. If, after investigation, EAGLE WINDOW & DOOR determines that the claim is valid, the remedy will be in accordance with the terms and conditions of this Limited Warranty.

EAGLE WINDOW & DOOR reserves the right to perform all Warranty work or arrange for another party to perform the Warranty work.

The "original consumer purchaser" as that phrase is used throughout this Limited Warranty is the owner, at the time of installation, of the building in which the warranted product is installed or intended to be installed, provided, however, that if the owner at the time of installation is a builder, contractor, developer, rehabber, or other party intending at the time of purchase to sell the property within one year after installation of the warranted product, the first subsequent purchaser will also be considered an "original consumer purchaser" with respect to such product.

The term "without charge" as used throughout this Limited Warranty means that EAGLE WINDOW & DOOR will not assess the consumer for any costs that EAGLE WINDOW & DOOR or its representatives incur in connection with the required remedy of a warranted consumer product.

The applicable Warranty period will be extended by the period of performance of any Warranty work, but thereafter the remaining original Warranty period will continue in effect and be applicable to the Warranty work performed under the terms and conditions of this Warranty. EAGLE WINDOW & DOOR reserves the right to discontinue or modify part or all of any of its products. If an identical EAGLE WINDOW & DOOR product is not available for replacement purposes, EAGLE WINDOW & DOOR reserves the right to substitute a similar EAGLE WINDOW & DOOR product of equivalent value or to refund the original purchase price of the defective product.

Effective on all product manufactured after 8-1-07 - present.