



# Limited Lifetime Warranty

**Window Series: Brickmould 300, Brickmould 600, Pro Finish Builder, Contractor Series**

**Patio Doors: Narrow Frame, Contemporary, French Sliding**

Please read this document carefully, as it contains important information to protect your purchase, should you encounter a manufacturing-related defect.

## Defined Terms

This "Agreement" is limited to these terms and conditions which form the entire agreement between the parties with respect to the Goods and the Warranty Program. Additional or different terms proposed by Customer or any attempt by Customer to vary in any degree any of the terms of this Warranty Program whether by invoice, quote, delivery tickets, payment or otherwise are hereby deemed a material alteration and notice of objection and rejection of such terms is hereby given.

"Customer" used hereinafter shall only include the initial Customer for Simonton Goods and the first consumer user of such Goods. The Warranty is not transferable beyond the first consumer user.

The term "Goods" used hereinafter shall mean and include all products, goods, materials, supplies, installation and equipment in connection therewith as identified in the Simonton Windows and Doors Limited Lifetime Warranty. The "Goods" does not include (i) work performed by Customer or third parties, or (ii) any other products, goods, materials, supplies, equipment, and all installation services not performed by Simonton.

The "Purchase Date" is from the first date of invoice by Simonton for the Goods, unless the first consumer can provide a proof of purchase date of product.

"Specialty Goods" shall mean: special applications, including laminated, obscure, and decorative glass; simulated divided lites, and blinds between glass; laminated, painted, coextrusion, and cap stock vinyl colors; specialty units, including all bay/bow windows, garden windows, Hinged doors and Garden doors.

## Registration

We encourage you to register your Simonton product shortly after installation. Should you need to file a warranty claim, this information will be needed to assist with a proper resolution. Please register via the website [simonton.com/support/warranties/register-your-warranty](https://simonton.com/support/warranties/register-your-warranty) or by email to: [registermywarrantyusw@cornerstone-bb.com](mailto:registermywarrantyusw@cornerstone-bb.com).

## Coverage

To qualify for coverage under this warranty, the Goods must be installed in accordance with AAMA and local guidelines, and with Simonton installation instructions.

### Frames and Sash.

The vinyl frame and sash are warranted to be free from blistering, peeling, flaking, and decaying, under normal environmental conditions, for the length of time the customer resides in the home in which the Goods are installed. The coverage for Specialty Goods is limited to 10 years from Purchase Date.

### Insulating Glass Units.

The installed, sealed insulating glass unit is warranted to be free from material obstruction of vision on the internal surfaces of the insulating glass unit, for up to 15 years from Purchase Date. The coverage for Specialty Goods is limited to 10 years from Purchase Date. The insulating glass unit is also warranted to be free from stress cracks for up to one year from Purchase Date.

### Components, Hardware, and other Mechanical Parts.

Components, hardware, and other mechanical parts are warranted against breaking, peeling, flaking, rusting, blistering, for a period of 5 years from Purchase Date under normal environmental conditions. Torn or loose screen mesh is not covered.

## Commercial Applications

If Simonton products are installed in a non-owner, multi-family occupied dwelling or one used for commercial purposes, the coverage on frame, sash and insulating glass units is 10 years from Purchase Date. The coverage for components, hardware and other mechanical parts is 5 years from Purchase Date. For commercial applications, only, as defined above, this warranty is transferable one time, from original developer to building owner.

## Claim Procedure

All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. To initiate a claim, visit [simonton.com/support/warranties/submit-a-warranty](https://simonton.com/support/warranties/submit-a-warranty).

## Remedies

This Warranty is made as of the Purchase Date and is not a warranty of future performance. Warranty notice periods begin on the Purchase Date. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Warranty, the remedies for approved warranty claims, include replacing defective parts (color matching not guaranteed); or, Simonton, at its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the product, excluding installation cost. Shipping and handling fees may apply. The remedies set forth in this Warranty are the sole and exclusive remedies available to Customer and sole and exclusive liability of Simonton for any claims arising out of or in connection with the Agreement, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. Removal of millwork, trim by others, finishing, refinishing, and disposal costs and services are not included.

## General Conditions and Exclusions

The parties acknowledge that Simonton makes no guarantee or warranty as to the timely delivery of Goods or installation services.

If at any time, payment is not remitted to Simonton (regardless of whether Customer registered the Goods for the Warranty) when invoiced and due, Simonton may, at its sole discretion, at any time, suspend or void the Warranty, stop work, exercise any lien rights, offset any amounts owed by the Customer and enforce all other rights by contract, equity or law. Payment of the total purchase price is a condition precedent to Simonton's Warranty.

This Limited Lifetime Warranty is the only warranty, written or oral, express or implied, provided by Simonton. No dealer, employee, or agent of Simonton, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Simonton. THE WARRANTIES SET FORTH IN THIS LIMITED LIFETIME WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER UNDER ANY FEDERAL OR STATE LAW. ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY 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 Lifetime Warranty. Any Goods or component not specifically subject to this Limited Lifetime Warranty is provided AS IS and without warranty. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY GOODS, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

Simonton reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts, components or materials may be replaced with an equivalent part at the sole discretion of Simonton. Simonton is not responsible for any color variation in the replacement part, component, or material.

Many standard Goods are labeled with the AAMA or Hurricane Impact Certifications. Certification is based on the performance of a sample(s) of the product at the time of manufacture. Many standard Goods 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 Goods may vary and will change over time, depending upon the conditions of use. Certifications and NFRC ratings are not performance warranties.

Simonton will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of Goods. Windows and doors are only one element of a structure; Simonton does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Goods.

The Goods, including all products, goods, materials, supplies, equipment, windows and screens, are not designed, tested or certified to, and will not, prevent falls. Under no circumstances does Simonton represent or warrant that the Goods can be used for fall prevention; Simonton shall not be responsible or liable in any manner for damages or bodily injury associated with or related to the failure of the Goods to prevent falls.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL SIMONTON BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS, LOSSES, DAMAGES, OR EXPENSES RELATED TO CUSTOMER'S INTERIOR EQUIPMENT, FURNISHING, OR PROPERTY INSIDE THE STRUCTURE, LOST PROFITS, LOSS OF INVESTMENT, BUSINESS INTERRUPTION OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THE AGREEMENT OR THE GOODS PROVIDED BY SIMONTON UNDER THE AGREEMENT WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION.

In no event shall the liability of Simonton arising in connection with any Goods or activities provided under the Agreement exceed the actual amount paid by Customer to Simonton for the Goods or activities involved with any such claim.

### **Items NOT Covered by this Limited Warranty**

This limited warranty is only applicable to Goods installed in the USA. This limited warranty gives the holder specific legal rights, which may vary, from state to state.

Simonton is not responsible for any costs incurred in the removal, replacement, installation, re-installation or repair of product or adjacent materials.

Damage, defects or failure of Goods resulting from causes outside of Simonton control are excluded from coverage under this Limited Lifetime Warranty, including, but not limited to the following:

- Storage, handling, installation by others, modifications by others, application or use of the Goods not in accordance with Simonton's instructions, specifications or building codes.
- The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes; exposure of the Goods to excessive heat and/or cold beyond naturally occurring conditions; and use in applications exceeding design standards.
- The failure to perform reasonable and necessary maintenance on the Goods.
- Stresses caused by building defects, settlement, or movement of the structure in which the Goods are installed.
- The application of harmful cleaning solutions or products including, but not limited to, brick wash, acetone, petroleum products or abrasive compounds.
- Fading and/or color variations caused by normal aging or weathering.
- The rusting or corrosion of Goods installed in proximity to coastal environments, unless the product is composed of appropriate stainless steel or other non-corrosive hardware in which case such Goods are warranted to be free from manufacturing defects that result in abnormal deterioration of the finish for a period of five (5) years. Other hardware finishes are not warranted in coastal environments.
- Installation of the Goods outside of the United States.
- Minor blemishes in the glass that do not significantly impair the structure or vision through the glass, including glass curvature.
- Condensation on the external surfaces of the window and/or glass.
- Misalignment, bow, twist and warp of grilles/muntins of 1/8" or less from appropriate position shall be excluded from the Limited Lifetime Warranty.
- Damage due to the transportation or installation of the glass product or Goods at altitudes more than 5,000 feet above or below point of manufacture, unless equipped with capillary or breather tubes.
- The very gradual, natural migration of inert gas used in insulating glass units.
- Damage incurred by reflection of solar energy from the product surface.
- Misuse, abuse, alteration by others, accident or negligence.
- Goods 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 Warranty.

Simonton 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 Goods. Simonton does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

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## **Thank you for choosing Simonton.**

After your windows and/or doors are installed, be sure to register them online:  
[simonton.com/support/warranties/register-your-warranty](https://simonton.com/support/warranties/register-your-warranty).