

# SunVinyl New Construction Window Products Limited Warranty

## Congratulations on your purchase of SunVinyl window products!

Sun Windows, Inc. (hereinafter called "Sun") warrants that your SunVinyl window products shall be free of manufacturing defects that prevent them from performing and operating properly as defined in this document. Unless stated otherwise, the warranty period begins on the date of purchase as it appears on the original invoice. The warranty coverage period is specific to components of the product. Please read the warranty for details on the specific coverage.

This is the only expressed warranty for SunVinyl New Construction window products. No other warranty, be it verbal, written or implied, may be made by Sun, its representatives or its dealers. The remedies set forth in this document shall constitute the exclusive remedies available to you and the sole liability of Sun for breach of the warranty. In no event shall the liability of Sun exceed the purchase price of the products as paid by Sun, the dealer, builder or consumer.

All owners of SunVinyl window products are encouraged to register their products with Sun. Warranty registration insures that both the owner and Sun has the necessary information to validate the warranty for their products. For instructions on registering your products see the section [Warranty Registration](#) in this document.

Thank you for selecting SunVinyl window products, and thank you for registering your Sun products.

## Warranty Registration

This limited warranty shall not be effective unless the Warranty Registration Card is completed and returned to Sun. Please register your warranty within 30 days after completion of installation. Warranty Registration is the responsibility of the owner or their agent.

### Proof Of Purchase

Sun reserves the right to deny a warranty claim if it cannot confirm the consumer's proof of purchase. For your warranty to be valid, the attached Warranty Registration Card must be completed and returned to Sun within 30 days after the completion of the installation. In some instances, a copy of the original invoice may be required to verify proof of purchase.

### To Register Your Products:

1. Locate Warranty Registration card (attached to this document).
2. Complete the owners information, sign and date the owner's acceptance.
3. Have the Dealer/Builder to complete their portion, sign and date the Dealer/ Builder acceptance.
4. Return the card to: Sun Windows, Inc. / Warranty Services / 1515 East 18th St. / Owensboro, KY 42303

It is the responsibility of the registered owner(s) to fully and accurately complete the registration card. This includes Property owner's name, address, phone number, original invoice number and date. All fields are required for registration to be valid. Do not sign the Registration Card until the warranty is read and understood. By signing the registration card, you testify that you have read, understand, agree to, and accept all the terms, conditions, and remedies set forth in this warranty.

### Transfer Of Ownership

This warranty may be transferred once, from the original owner to the second owner. The original owner must register their warranty as specified above. Upon sale of the home, the new owner(s) must complete a transfer of ownership application. Obtain the form (from Sun), complete all the information and return it to: Sun Windows, Inc. / Warranty Services / 1515 East 18th St. / Owensboro, KY 42303

## Product Components

### Vinyl Sash and Frame 2 year Warranty

Sun warrants for a period of 2 years from the date of original product purchase the quality of workmanship and materials of vinyl sash and frame components shall be free from defects, which might render the product unusable. Sun will replace or repair (at its discretion) any product, which may be defective and will do so in the same state as originally furnished (refinishing or repainting is the responsibility of the consumer). All products should be thoroughly inspected for damage or defects when the products are received and before installation and finishing. Sun should be promptly notified of any item that is deemed unsatisfactory when it is received.

Attention: Vinyl products and components should not be painted. Painting vinyl surfaces can result in the failure of the product. Do not paint vinyl windows or components.

### Insulated Glass 10 year Limited Warranty

Sun guarantees and warrants that the insulated glass unit installed in a SunVinyl New Construction window product shall be free from material obstruction to the vision due to the formation of a residual film or dust collection on the interior surfaces of the insulated glass unit resulting from failure of the hermetic seal. This warranty only covers insulated glass units that are factory glazed and installed in SunVinyl window products and deals exclusively with such insulated glass unit components of your product.

During the first ten years from the date of manufacture, Sun's obligation, under the terms of this warranty, shall be limited to, at its option and expense, either the provision of comparable new replacement Sun insulated glass, or reimbursement of the original purchase price, for any insulated glass which it determines to be defective in materials and workmanship under normal use and service.

### Glass Breakage or Imperfections

This warranty does not cover distorted, cracked, broken, or scratched glass after the product has been received. Stress cracks, after the product has been received, are not covered. Minor scratches and imperfections in the glass, glass deflection or curvature, or other imperfections that do not impair the structural integrity or significantly obscure normal vision are not covered under this warranty. Seal failure due to cracked or broken glass is not covered. Careful inspection of the product for damage must be made upon receiving, and before accepting, any Sun product.

### Glass Films or Coatings

Do not use any type of glass film or coating on insulated glass units. These films and coatings can create adverse conditions upon the insulated glass unit, which may result in glass breakage or failure of the insulated glass unit. The use of any glass film or coating will void the warranty.

## Product Operation and Hardware

All operating SunVinyl window products are warranted against the failure of designed product operation under normal product use. Not covered under the warranty is product failure or operating difficulties due to: accident; abuse; misuse; alteration; misapplication; improper installation; faulty building construction or design; exposure to the elements; improper or insufficient handling; storage (after product delivery); lack of maintenance or service; installation in sloped glazing. Also not covered are failures or operating difficulties resulting from the exposure to corrosive fumes or condensates; subjection to stress from movement of structure; exposure to high heat sources; use of any films or coatings on the glass; or use in or near swimming pools or other high humidity areas without adequate ventilation and humidity control. Service trips to provide instructions on product use or maintenance are not covered under this warranty. While others manufacture all product hardware, Sun provides a warranty against defects or errors in workmanship. It will be the owner(s) responsibility to complete the replacement.

#### **Single Hung & Double Hung Hardware 5/2 year Limited Warranty**

Double Hung Sash Lock Assemblies are warranted against failure of operating function for 5 years. Painted hardware finish is warranted for 5 years. Double Hung Sash Balance Assemblies (balances and balance/pivot shoes) are considered moving parts and require periodic maintenance and occasional replacement to maintain good energy efficiency and operation. The sash balance assemblies are warranted for 2 years. Extreme care and understanding must be used when tilting or removing the sash and/or jamb liners. Jamb Liner Assemblies that are damaged do to misuse, abuse, over-tilting, paint or stain contacting the surface, or other types of mishandling damage are not covered by this warranty.

#### **Slider Window Hardware 5/2 year Limited Warranty**

Slider Sash Lock Assemblies are warranted against failure of operating function for 5 years. Painted hardware finish is warranted for 5 years. Slider sash rollers are considered moving parts and require periodic maintenance and occasional replacement to maintain good energy efficiency and operation. The sash roller assemblies are warranted for 2 years. Sash roller assemblies that are damaged do to misuse, abuse, paint or stain contacting the surface, or other types of mishandling damage are not covered by this warranty.

#### **Basement Hopper Window Hardware 5/2 year Limited Warranty**

Basement Hopper Lock/Latch Handles are warranted against failure of operating function for 5 years. Painted hardware finish is warranted for 5 years. Latch Handles are moving parts and require periodic maintenance to maintain good energy efficiency and operation. Latch Handle assemblies that are damaged do to misuse, abuse, paint or stain contacting the surface, or other types of mishandling damage are not covered by this warranty.

#### **All Hardware**

ATTENTION!: Do not allow harsh abrasives, chemical solutions, or chemical vapors to contact the product hardware. These can damage the hardware finish, hardware material or hardware function. Scratches and chemical damage to product hardware are not covered under the warranty.

### **Product Applications and Conditions**

#### **Product Delivery**

Sun shall be responsible for delivery of products and/or parts only when delivered by Sun Shipping services. These services only include delivery by authorized Sun Representatives using shipping means and methods approved by Sun. All products manufactured by Sun and/or parts must be inspected upon delivery to verify that products and/or parts received are correct as ordered, and that they are free from visible damage or defect. Owner or the owner's agent verifying their acceptance of the products and/or parts must sign the Sun shipping document that accompanies the order. Delivery costs for warranty parts are not covered under this warranty and are the responsibility of the owner. Damage to products manufactured by Sun and/or parts after delivery by Sun Shipping services and acceptance of the owner or owner agent is the responsibility of the owner. Damage to products manufactured by Sun and/or parts delivered by third party shipping services is the responsibility of the third party shipping service and must be reported to them. Sun shall not under any circumstance be held accountable or made responsible for any damages or expenses due to delivery date or time. All delivery dates and times, written or implied are subject to change without notice.

#### **Do Not Stack Products**

Do not stack or store products flat, one on top of another. Products may be stacked or stored leaning against a vertical support. Do not stack or store directly against the glass surface or allow any glass surface to bare a weight. Do so will void the warranty.

#### **Do Not Store in Direct Sunlight**

Do not store products in direct sunlight. Products with packaging materials still intact, as well as products that are stacked against one another or other surfaces, can trap heat. Excessive heat can damage the products. Products should be stored in sheltered areas, out of direct sunlight. Damage from products being stored in direct sunlight is not covered by the warranty.

#### **Product Size Limitations**

Sun produces products in a wide range of standard catalog sizes as well as in custom sizes within manufacturing limitations. Occasionally, a customer requires an oversized product that exceeds Sun's size restrictions. When this is necessary the product is produced without a warranty for the product or any oversized component of the product. This limited warranty does not apply when Sun is furnishing products or a component thereof in a size, which is greater in width or height than the largest Sun product, of specified description, as listed in the Sun catalog. In the case of such greater size, there shall be no warranty of any kind whether implied or otherwise, with respect to the oversized product and any component thereof.

#### **Proper Application**

All SunVinyl window products are designed to be installed in standard vertical wall construction. They are not designed to be installed in any nonstandard installation including, but not limited to: installation in a non-vertical (sloped) surface; upside down; in a roof or ceiling; rotated to any position in which the manufactured bottom is not level on the horizontal plane. Any such application voids the warranty.

#### **Proper Installation**

Installation is not provided by Sun and therefore cannot be warranted by Sun. All SunVinyl window products come with detailed installation instructions and must be installed according to these instructions. Proper installation is required for the products to be covered by this warranty. This includes, but is not limited to: leveling and squaring the product; proper shimming of the jambs; caulking behind the nailing fins; insulation applied between the product frame and the rough opening; proper flashing of the product frame; and complete vapor barrier applied to seal the product opening. Caulking is used to seal the product frames and trim against air and water penetration. Caulking is not considered part of the product, is not sold or furnished by Sun, and therefore is not covered under this warranty. Caulking is considered a maintenance responsibility of the consumer.

ATTENTION!: Improper installation voids the warranty. SunVinyl window products must be installed according to Sun's Window Installation Instructions. You may also refer to ASTM E 2112 Standard Practice for the Installation of Exterior Windows, Doors and Skylights for additional installation guidelines.

#### **Masonry Applications**

All masonry applications require a sealed expansion joint between the product perimeter and the masonry surfaces. This allows for the difference in expansion and contraction of wall/building structure and the masonry. Failure to apply this expansion joint may result in distortion or damage to the product and failure of product operation. Failure to apply this expansion joint will void this warranty.

#### **Mold Prevention**

Household mold and mildew can create an unpleasant living environment. It can be unhealthy. It can also be damaging to the building structure. Mold and mildew are the results of environmental conditions in the building, mostly high humidity. Prevention of mold and mildew can be achieved by properly managing water and moisture. See the section Water/Moisture Management for additional information.

### **Water/Moisture Management**

Proper management of water and moisture is an essential part of any structure. All structures must have a functional, engineered drainage system as part of its exterior finished wall system. Sun Windows, Inc. cannot control or be responsible for water/moisture management beyond the product itself. All products manufactured by Sun Windows must be properly installed as described in Sun's installation instructions. All products manufactured by Sun Windows must be properly flashed and a complete vapor barrier applied to seal the product opening. Proper installation of drainage systems, flashing, water and vapor barriers are the sole responsibility of the owner or their agents.

### **EIFS/Synthetic Stucco**

Serious concerns have been raised regarding Exterior Insulation Finish Systems (also known as EIFS and Synthetic Stucco) and excessive moisture problems in buildings using this finish system. Some EIFS systems may not allow water or moisture that enters the wall system to "weep" to the exterior. This can cause excessive moisture to accumulate within the wall, seriously damaging the wall and building. EIFS or so-called "barrier" systems have been reported to be highly susceptible to this problem.

Proper building design, materials, components and construction are the responsibility of the building designer, the contractors, and materials manufacturers. Concerns about moisture management issues should be addressed to these professionals. Sun is not responsible for problems or damages caused by inefficiencies in building design, construction or maintenance, failure to properly install our products, or the use of our products in wall systems that do not effectively manage moisture.

**ATTENTION!** this warranty does not cover Sun products installed in a structure that does not have a functional, engineered drainage system. This includes, but is not limited to: EIFS (exterior insulating finish systems) and masonry that do not have a functional, engineered drainage system.

### **Condensation**

Condensation (moisture or ice forming on the surface of the glass or frame) is the result high humidity within the house and cool air temperatures outside. Windows and doors do not cause condensation and, therefore, the occurrence of condensation is not covered by the warranty. Environmental conditions, humidity, water or ice on any product related surface, are not covered by the warranty. If condensation occurs, it is an indication that humidity levels within the house are improper and that measures should be taken to correct the environmental conditions within the home. See Sun's Condensation Information sheet for more information.

### **Chemicals and Cleaners**

Do not allow any chemicals, chemical vapors, acids, cleaners, brick or masonry cleaners, abrasives, or other substrates to contact (directly or indirectly) any of the product surfaces, parts, and hardware. Deterioration or damage to the product may result. Protect all product surfaces, parts, and hardware during all phases of construction and finishing. Surface scratches as well as damage from any such chemical, chemical vapor, acid, cleaner, brick or masonry cleaner, abrasive, or other substrate is not covered by this warranty. Proper cleaning information is available in the Sun product Owner's Manual. See your Sun Window Dealer or Representative for more information.

### **General Provisions**

This warranty covers only those manufacturing and material defects as specified herein and only if they arise during normal use and service. It does not cover defects attributed to causes or occurrences beyond the control of Sun and which are unrelated to the manufacturing process including, but not limited to: faulty or improper installation; torn screens; normal weathering; oxidation; exposure to chemical pollutants in the atmosphere; mold; mildew; physical abuse; misuse; modification or alteration to the product or part; unreasonable use; not correcting high humidity conditions resulting in water or vapor forming on interior glass or wood surfaces (condensation damage); use of unauthorized accessories; accidental damage covered by casualty insurance; vandalism; fire; explosion; flood; earthquakes; ice; wind damage; lightning; hail; falling objects; tornado; other acts of God; force majeure; structural failure of walls or foundations; improper design of structure; subjection to stresses resulting from localized heat or heaters which cause excessive temperature differentials over the glass surfaces, edges, or products; or the use of harmful cleaning products. Normal weathering is the exposure to sunlight, and extremes of weather and temperature. This warranty will not cover any product that is painted, varnished, or coated with any substance causing chemical breakdown of the Sun product, and will not apply to any product installed in a boat, ship, vehicle, swimming pool, or greenhouse structure. Any product purchased without factory glazing, or glazed with special glazing (not offered as a glazing option), is not covered under this warranty.

### **Limits Of Liability**

This warranty is the only warranty applicable to SunVinyl New Construction window products. No other warranty, expressed or implied, shall apply to SunVinyl window products. No distributor, dealer, builder, employee, salesperson, or representative of Sun has any authority to change or modify this warranty in any way, either verbally or in writing.

Sun is not liable for any consequential, incidental or punitive damages, costs or installation, replacement costs, repair costs, finishing or refinishing costs, of SunVinyl window products or parts, or adjacent parts, trim or millwork. Final determination of whether or not a defect exists shall be made by Sun.

Some states do not allow limitations or exclusions of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, which vary from state to state.

### **Warranty Services**

#### **Requesting Warranty Service**

If you have a problem with your products that you believe is covered under this warranty. Write a letter describing (in detail) the problem. If possible, include photographs of the problem.

Specify:

1. The type of product(s) involved.
2. The product size.
3. State what you think will correct the problem.
4. The date the products were purchased.
5. The original invoice number.
6. Your name, address and phone number(s).
7. The best time to contact you.
8. Include a map with driving directions to your location from a major highway.
9. Send this information to: Sun Windows, Inc. / Warranty Services / 1515 East 18th St. / Owensboro, KY 42303

### **Inspection Fee**

If the warranty period has expired or for repairs not covered by warranty, many replacement parts are available for purchase. If warranty coverage is unclear, Sun may charge a fee for any on site product inspection. The fee will be due in advance of the inspection. If the inspector determines that the product and/or problem is covered by this warranty, the inspection fee will be returned.

#### **Labor and Transportation**

This warranty is limited to parts and materials and does not cover or include any labor or transportation. Neither Sun nor its dealers will be responsible for any cost incurred in the removal, replacement or reinstallation of the product or any part or component of the product. This includes, but is not limited to: any labor costs; repair costs; finishing or refinishing costs; consequential or incidental costs; or punitive damages. All warranty items approved for requested service will be shipped to the Sun dealer closest to the consumer location. It is the responsibility of the customer to transport the item(s) from there. Sun shall not be liable for any special, incidental, or consequential damages for breach of any expressed, written, verbal, or implied warranty on the product or for any delays in the performance of this warranty.

#### **Warranty Repair Services**

Sun's limit of responsibility as specified in this warranty only includes parts and materials. However, where it is possible, Sun will often of its own accord provide a service technician to complete the service. If a product has been determined in need of service covered by this warranty, the owner will be contacted and the warranty service will be scheduled. If Sun is unable to contact the owner, a letter will be sent documenting Sun's attempts to contact the owner and instructions to the owner that they must then contact Sun to schedule the service. Any fees for warranty service, labor, transportation, etc. will be quoted and submitted to the owner prior to performing the service work. The owner is responsible for providing access to the product needing service. This may include access to the inside of the home and removal of any furnishings that may hinder servicing the product. It is the responsibility of the owner to provide safe working conditions for the service technician. This may include erecting scaffolding or other means to access the exterior of the product. If the service technician deems conditions unsafe, the parts and materials will be provided to the owner and the repair service will be the responsibility of the owner.

#### **Non-Warranty Repair Services**

Repair parts and service is also available for Sun products not cover under this warranty. Contact Sun Customer Service (see Contact Information at the end of this document) with your needs.

#### **Repair and Replacement Parts**

Where replacement of a defective component is determined necessary, Sun will repair or furnish replacement components or (at its sole option) refund the original purchase price of the product part or component. The original warranty period shall not be extended by any such repair or replacement, but shall continue through the un-expired portion of the original warranty period for the part or component. Sun reserves the right to discontinue or modify any product in any manner. Therefore, we shall have the right to substitute for such discontinued products, parts designated by Sun to be of equal quality and price, or, at Sun's sole option, refund the original purchase price of that product part or component. No claim may be filed with Sun exceeding the original purchase price of the product or part. The owner is responsible for all repair, replacement, refinishing, and transportation costs, applicable tax, or other incidental costs.

#### **Contact Information**

Sun Windows, Inc. / 1515 East 18th Street / Owensboro, KY 42303  
Office: (270) 684-0691  
Fax: (270) 926-6452  
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