

LIMITED
WARRANTY



awake

WINDOW & DOOR CO.



LIMITED WARRANTY

Awake Window & Door Co. warrants that its window and door systems will be free of the following defects in workmanship and materials for the applicable Warranty Periods, subject to the terms of this Limited Warranty.

This Limited Warranty may not be modified or amended by any oral agreement, course of performance, trade usage, or course of dealing, unless such terms are in writing signed by a Senior Officer of the Company.

| | Component | Warranty Period | Warranted Condition |
|--|-----------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------|
| | Glass | 10 Years | Failures of the insulating hermetic seal resulting in fogging or accumulation of dust or moisture on the interior glass surface. |
| | | | Low-e defects, obstructions and other Glass Imperfections in excess of ASTM tolerances. |
| | Painted Finishes | 10 Years | AAMA 2604 (Excludes Coastal Applications) - Chalk, Color Change, Cracking, and loss of Gloss Retention. |
| | Anodized Finishes | 5 Years | AAMA 2605 - Chalk, Color Change, Cracking, and loss of Gloss Retention. |
| | Hardware & Components | 3 Years | Failure to meet the relevant specifications of AAMA 611-614, degradation of more than a total of 5%, Chalk or Color Change. |
| | | | Defects in workmanship & materials |



REMEDIES

Subject to the terms herein, if any Warranted Condition occurs within the applicable Warranty Period, Awake will, in its discretion, repair, replace, or refund the sales price of the affected product or component. Service visits or repairs provided under this warranty may be performed by third-party service technicians engaged by Awake. The warranty period on any replacement unit will be the duration remaining on the original unit.



CONDITIONS

This Limited Warranty is applicable only to the original homeowner and products and components installed in residential properties that have not been exposed to abnormal atmospheric conditions. All claims must be submitted in accordance with the Claims Process described below. This Limited Warranty is void if the product or component is not cleaned and maintained in accordance with Awake's Care and Maintenance Guide, available at www.awakewdc.com and applicable AAMA standards or is subjected to any testing or study that is not performed in strict compliance with Awake's Field Testing Requirements (stated below).



DEFINITIONS

"COLOR CHANGE" -

ANODIZED FINISHES - Freedom from fade as warranted in ΔE units calculated in accordance with ASTM D2244-02, paragraph 6.2.2 CIEL*a*b*, 10 degree Observer, specular included. Color Change is measured on an exposed coated surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface.

PAINTED FINISHES - Freedom from fade of more than five units as measured by CIE 1976 L*a*b* Color Difference as set forth in ASTM D2244 Appendixes X.1.1, that significantly adversely affects the appearance of the surface to which the coating has been applied and results in damage to the surface.

"CHALK" - Appearance of chalk in excess of standard number 8 illustrated in figure 1 of ASTM D4214 Test Method A (Method D 659).

"CRACKING" - Visible cracks that significantly adversely affect the appearance of the surface to which the paint has been applied and results in damage to the surface.

"GLASS IMPERFECTIONS" - imperfections that exceed allowable ASTM tolerances as further described in Awake's Glass Imperfections and Distortions Guide.

"GLOSS RETENTION" - retention of $\geq 30\%$ (AAMA 2604) or $\geq 50\%$ (AAMA 2605) of the original gloss when measured in accordance with ASTM D 523 at a 60-degree angle.

"WARRANTY PERIOD" - the period of time calculated from the invoice date of the affected product.

This Limited Warranty does not apply to:

- Conditions caused by:
 - » Improper care, maintenance, use, or handling
 - » Improper fabrication or installation (including, but not limited to, any methods, means or materials inconsistent with Awake's written installation instructions (including, but not limited to, units that are not properly weeped, installed out of square or installed in other than a vertical plane), Awake's Care and Maintenance Guide, AAMA standards, or applicable building codes, improper storage of products or components, or the failure to install extrusions within a reasonable period)
 - » Corrosive substances (including, but not limited to, solvents, chemicals, tapes, sealants, or bi-metallic corrosion)
 - » Abnormal atmospheric or climatic conditions (including, but not limited, atmospheric pollutants, acid rain, salt water or salt accumulation, condensation, humidity, frost, mildew, fungus, hail, precipitants, excessive temperatures or extreme temperature differentials, earthquakes, mudslides, floods, volcanic substances, or other acts of nature)
 - » Abrasion, impacts, or other external forces, whether caused by abuse, accident, vandalism, or acts of nature
 - » After-market modifications (including, but not limited to, tints, coatings, or films), alterations, abuse, misuse or neglect
 - » Stresses resulting from movement of the ground or building foundation including structural settlement, ground vibration, or soils movement
 - » Specification of products or components that are unsuitable for the application or condition (including, but not limited to, installation in high altitude applications without specifying capillary tubes)
 - » other circumstances beyond Awake's reasonable control
- Minor glass imperfections, allowable under applicable ASTM standards (see Awake's Glass Imperfections and Distortions Guide)
- Minor color deviations or changes in appearance due to unequal exposure to sun, chemicals, or other atmospheric or climatic conditions
- Temporary thermal expansion or bowing
- Shattered, cracked or broken glass
- Oversized glass (>96 inches in width and height OR >168 inches in width or height) – different glass warranties may apply depending on glass manufacturer specified

- Installation outside US or Canada
- Electrified devices and related products and components, including, without limitation smart locks. However, Awake will assign any warranty provided by the applicable manufacturer to the extent permitted.

Additional project specific warranties may be available for purchase (a "Project Warranty"). Any Project Warranty shall only be valid if in writing and signed by a Senior Officer of the Company and shall only apply to the specific project identified therein. Such Project Warranties shall be subject to all express terms, conditions, definitions, exclusions, and disclaimers described in this Limited Warranty except to the extent such terms directly conflict with the express terms of the applicable Project Warranty, in which case the terms of the Project Warranty shall prevail with respect to such conflict.



DISCLAIMERS

AWAKE WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OR COSTS, INCLUDING, BUT NOT LIMITED TO, THE COST OF REMOVAL, DISPOSAL, RE-INSTALLATION, SITE PREPARATION, DEMOLITION, FINISHING, REPAIRS TO, OR REPLACEMENT OF, OTHER REAL OR PERSONAL PROPERTY, OR ANY OTHER CONSTRUCTION WORK, UNLESS EXPRESSLY REQUIRED BY APPLICABLE LAW.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY OFFERED BY AWAKE AND IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM BROUGHT HEREUNDER (WHETHER BASED ON CONTRACT, WARRANTY, TORT OR STRICT LIABILITY). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND AWAKE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR COVENANT RELATING TO SUITABILITY FOR AN INTENDED DESIGN, PROJECT, PROPERTY, APPLICATION, CLIMATE, USE OR CONDITION.

Any implied warranty which cannot be claimed under applicable law shall be limited in duration to the shortest term permitted and, in any event, shall not exceed the applicable Warranty Period.

Any smart devices, including smart locks, are manufactured by third parties. Such devices are sold by Awake “as is” and “with all faults”, except for any assignable warranty provided by the applicable third-party manufacturer. Awake does not process, control, or have access to any data inputted, collected, stored, or accessed by any smart device and therefore is not responsible for any data losses, breach, use, misuse, or improper transfer of such data, the actions of “hackers” or terrorists, or infections by viruses or worms. Awake also does not warrant or guarantee that the use of such devices will be uninterrupted, secure, or error-free. Furthermore, data collected by such devices may be used in a manner inconsistent with Awake’s privacy policy.

Any exceptions or deviation from the terms of this Limited Warranty shall apply only to the limited circumstance and limited time for which it was granted and shall not be construed as a waiver of Awake’s right to strictly enforce any term thereafter.



GOVERNING LAW & DISPUTE RESOLUTION

This Limited Warranty shall be governed and construed in accordance with the laws of the State of Arizona, without regard to conflicts of laws rules. Any claim or dispute that may arise under this Limited Warranty shall be submitted to arbitration in accordance with the arbitration provision set forth in Awake’s Terms & Conditions of Sale, available at www.awakewdc.com.



CLAIMS PROCESS

All claims under this Limited Warranty must be submitted to Awake in writing within fourteen (14) days from the date purchaser becomes aware of the Warranted Condition and, in all events, prior to the expiration of the applicable Warranty Period. At the time the claim is submitted, purchaser must demonstrate: (1) proof of purchase; (2) the existence of a Warranted Condition caused by a breach of this Limited Warranty; and (3) compliance with all of the terms of this Limited Warranty, including, but not limited to, strict compliance with Awake’s Care and Maintenance Guide. Purchaser shall also cooperate with any request from Awake to inspect the products and/or the property in which they were installed, which may include removing the product for laboratory testing. Awake shall have the sole and exclusive right to determine whether a Warranted Condition exists and is not bound by any third-party field test or study. The proper submission of claims is a condition precedent to any of the remedies described herein.



FIELD TESTING REQUIREMENTS & CONDITIONS

No field testing or studies are permitted on Awake's products unless they are performed in strict compliance with the Fenestration and Glazing Industry Alliance (FGIA) Voluntary Specification for Field Testing of Newly Installed Fenestration Products, AAMA 502 and strictly comply with the below requirements.

1. **Timing.** All testing shall occur within four (4) weeks of product installation and prior to installation of interior and exterior finishes (drywall, siding, stucco, etc.).
2. **Installation Methods.** Before testing may occur, all tested products must be installed in accordance with Awake's written and/or video Installation Instructions and all Federal, State, and Local Codes and Regulations. This includes, but is not limited to, ensuring that all tested units are installed plumb, level, and square. In addition, all units must be adjusted as needed to ensure adequate sealing prior to testing.
3. **Advanced Notification.** Awake must be provided no less than thirty (30) days advanced written notice before the testing commencement date, that includes all of the below information:
 - a. The Awake Window & Door Co. order number;
 - b. Unit numbers of the specific units that will be tested;
 - c. The property address and owner names;
 - d. The names of the installer and builder;
 - e. The issue necessitating the perceived need for water or structural testing;
 - f. The intended test protocol; and
 - g. The name of the testing laboratory that will be used.
4. **Test Lab.** Field tests are to be performed only by a testing laboratory accredited to ISO/IEC 17025.
5. **Attendance.** Awake may, in its sole discretion, attend any field test.
6. **Remediation.** In the event of a water test failure that can be remedied by product adjustments, Awake shall be given an opportunity to make such adjustments before re-testing.
7. **Testing Results.** All test results shall be evaluated in accordance with the tolerances specified in AAMA 502.

Any testing shall be performed at homeowners sole cost and expense.

Failure to strictly comply with the above field testing requirements will void this Limited Warranty.



GET IN TOUCH

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