



## GERKIN WINDOWS AND DOORS COMFORT SERIES LIMITED LIFETIME WARRANTY AS OF JULY 12, 2019.

### THIS WARRANTY COVERS THE FOLLOWING AREAS:

Gerkin Windows and Doors warrants each product manufactured by it to be free from defects in materials or workmanship (excluding installation) that would materially impair the function and proper operation of our vinyl window and door products we manufacture for use in the United States as hereafter set forth. Any defects that arise from or relate to conditions that are beyond our control are excluded from this warranty including without limitation those found in the "Conditions and Exclusions" and "This Warranty Does Not Cover" sections below.

#### Warranty Coverage

This warranty covers only the owner of the building in which the product is initially installed and is transferable for 5 years to any number of successive owners, from the original date of manufacture.

#### Limited Warranty Information

This warranty extends only to the original purchaser of the product and is limited to repair or replacement of defective parts. If problem under this warranty requires total replacement of the window or patio door, which is already installed, the purchaser is responsible for removal of the defective unit and reinstallation of the new unit. Gerkin is also not responsible for any other incidental costs related to removal or reinstallation.

#### Limited Warranty Time Limits:

The time limits for the Gerkin limited warranty all commence as of the time of initial sale and are as follows:

1. Weather stripping is limited to repair or replacement of defective parts for a period of five (5) years.
2. Hardware warranty is limited to repair or replacement of defective parts for a period of five (5) years.
3. The Hermetic seal of insulated glass shall be free from failure except breakage for a period of twenty (20) years for an owner occupied single family residence and ten (10) years if the product is installed in a building other than an owner occupied single family residence. The stress crack warranty is one (1) year.
4. The Hermetic seal and stress crack warranties includes labor for the first year.
5. The frame and sash, including factory applied accessories, is warranted for as long as you own and occupy the building if installed in a single family residence. Factory mulled windows have the same warranty as non-mulled windows. If the product is installed in a building other than an owner occupied single family residence, the frame and sash warranty shall be for a period of ten (10) years or until the owner (at time of installation) sells the building, whichever time period is shorter. This frame and sash warranty includes cracking, chipping, and peeling of the material.
  - a. Grills between the glass are warranted for twenty (20) years for an owner occupied single family residence. If the product is installed in a building other than an owner occupied single family residence, the internal grill warranty shall be for a period of ten (10) years.
  - b. The warranty on our midnight exterior foil is for 10 years. This warranty covers chipping, peeling and delamination of the foil. It also covers fading of the "DB" beyond a gray scale of 4 during this 10 year period. The warranty is not valid if the product is exposed to fluorine, high polar organic solvents (e.g. acetone, ethyl acetate, dimethylformamide, dimethylacetamide) fuming sulfuric acid, amines and basic liquids with pH >12.
6. The warranty for any electrical hardware is one (1) year.
7. The lamination warranty on the wood veneer of our Comfort Series Wi Series windows and doors is five (5) years. The warranty does not cover the following:
  - Damage caused by failing to finish the products in a timely manner to protect them from UV rays and the elements.
  - Wood windows and doors not being properly finished upon receipt, not refinished annually and/or finished prior to installation.
  - The purchaser's choice of finish, or whether the chosen finish is a match to other or existing finishes.
  - Product or finishes exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
  - Finish failure or any other losses arising from defects in the existing structure.
8. Glass breakage; Not responsible for spontaneous breakage, failure due to misuse, abuse or accident; and damage caused by failure to perform periodic maintenance; by alteration or modification to the product (such as tints, films, paint or security systems applied or attached to the product); by improper or insufficient ventilation which causes excessive heat build-up, such as blinds or window treatments; or any other cause beyond our control (including without limitation fire, flood, earthquake and other acts of nature)
9. Patio Doors containing insulated glass with blinds will be warranted (10) years. This warranty covers Hermetic Seal of an insulated glass unit, operation of the enclosed blinds, and internal control mechanism attached to the glass. Labor will be included for Patio Door insulated glass with blinds for 1 year.
10. For windows manufactured by Gerkin Windows and Doors with insulated panels manufactured by others, the panels carry a five (5) to twenty-five (25) year warranty depending on finish. Contact the factory for details.



### Product Advancements:

It is the policy of Gerkin Windows and Doors to constantly strive to improve its products. The right therefore is reserved to make changes in design and improvements whenever it is believed the efficiency of the product will be improved thereby, but without incurring obligation to incorporate such improvements in product, which has been shipped or is in service. Because manufacturing materials and techniques can change, replacement products may not be an exact aesthetic match to the original.

### Customer Responsibility

Even though Gerkin products are of superior quality, this limited warranty applies only if the Gerkin product has been properly installed, used and maintained.

### Conditions and Exclusions

1. The limited warranties set forth in this document are the only expressed warranties (whether written or oral) applicable to Gerkin Windows and Doors products, and no one is authorized to modify or expand these written warranties. All warranty claims must be made during the applicable warranty period.
2. Custom sized windows built to customer specifications that exceed the size limitations of Gerkin Windows and Doors as per its AAMA test and certification results are not rated or certified and may or **may not meet specifications or code requirements for a specific job. These windows will have no warranty related to air, water, and structural issues.**
3. Windows that are manufactured at Gerkin Windows & Doors unglazed and are to be glazed by others will have **no warranty on the insulated glass unit or on the seal of the glass unit to the window frame.**

**DISCLAIMER OF UNSTATED WARRANTIES: THE WARRANTIES PRINTED ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO THE PURCHASE OF GERKIN PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.**

**LIMITATION OF LIABILITY: IT IS UNDERSTOOD AND AGREED THAT GERKIN WINDOWS AND DOORS LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL GERKIN WINDOWS AND DOORS BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS A CONSIDERATION IN LIMITING GERKIN WINDOWS AND DOORS' LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

### This Warranty Does Not Cover the Following Areas:

This warranty does not cover, and Gerkin Windows and Doors is not liable for:

- Broken or torn screens
- Screen fabric
- Color change, fading or chalking whether or not due to natural weathering or other atmospheric conditions, such as pollution, and extreme heat and/or UV exposure. High humidity or airborne pollutants such as salt or acid rain
- Fading of surfaces and/or hardware finishes
- Loss of functionality because of corrosion
- Glass breakage; Not responsible for spontaneous breakage, failure due to misuse, abuse or accident; and damage caused by failure to perform periodic maintenance; by alteration or modification to the product (such as tints, films, paint or security systems applied or attached to the product); by improper or insufficient ventilation which causes excessive heat build-up, such as blinds or window treatments; or any other cause beyond our control (including without limitation fire, flood, earthquake and other acts of nature)
- Not responsible for damage after goods are received
- Minor imperfections in the glass that do not affect structural integrity, product performance or that do not significantly obscure normal vision, including minor scratches, curvature or waviness of the glass and minor variations in glass color
- Inert gas loss due to the natural process of gas migration over time. It is known that inert gases within an insulated unit will naturally dissipate over time. No warranty is made specifying the amount of inert gas present in an insulated glass unit
- Improper handling, installation, maintenance or operation not in conformance with our installation instructions; problems related to water and/or air infiltration or leaking caused by improper use or installation; flaws in building design or construction or sloped glazing or other non-vertical installation
- Damage or poor product performance resulting from installation into a condition that fails to meet product design standards and/or certified performance specifications and/or is not in compliance with building codes; or from settling or movement of the building
- Condensation. (Condensation problems should be addressed by a qualified heating/air-conditioning specialist.)
- Labor and materials for the installation of a complete replacement product
- Any repainting or finishing required in connection with warranty work.
- Product that has not been paid for
- Installation or handling or any damage caused by such installation or handling
- Accidents
- Acts of God
- Minor scratches or color variations in vinyl finish
- Labor to replace sash or door panels, glass or other components
- Labor and materials to paint or stain any repaired or replaced product, component, trim or other carpentry work that may be required
- Products not manufactured by Gerkin (unless otherwise noted)
- Service trips to provide instruction on product use or to inspect product claims
- Applicable taxes and freight
- Any product that has been changed, modified, or serviced by someone other than a Gerkin Windows and Doors authorized technician
- Installation or use near pools, saunas, hot tubs, greenhouses, hog confinements or other high humidity environments or sources of chlorine



800.475.5061 | gerkin.com

**No Class Action, No Jury Trials, and Forum Selection**

This Limited Warranty shall be interpreted by the laws of the State of Nebraska. Gerkin Windows is not liable for indirect, consequential, or incidental damages. By purchasing Gerkin Windows' products, you agree that you have the right to declare disputes against Gerkin Windows on an individual basis only and waive all rights to proceed as a member of a class action. You also agree to waive the right to a jury trial and agree that the Nebraska District Court for Dakota County, Nebraska is the exclusive forum for all disputes arising from this limited warranty.

**How to Get Service:**

Notify the company in writing (to the address shown below) describing the defect or problem, provide proof of purchase, original date of installation, name, address and telephone number of person making claim and the order number which can be found on the inside of the frame or sash of the window. The obligations under this warranty will be completed by the company within 90 days after the notice of defect has been received by Gerkin, unless there are extenuating circumstances to deal with.

Gerkin Windows and Doors  
P.O. Box 3203  
Sioux City, IA 51102  
or reach us by phone at 1-800-475-5061

**Correcting the Problem:**

Upon notification, we will investigate the problem. If, in our sole discretion, the product is found to be defective, and is covered under the provisions of this warranty, we will repair the product or provide replacement parts necessary to repair the product at no charge. If the defect cannot be repaired in our sole judgment, we will provide a replacement product and ship it to the original delivery site. Installation or reinstallation of repaired or replacement product is not covered if replacement products are provided. All in-place service under this warranty will be performed at the site of the initial installation.

**Other Important Legal Information:**

The limited warranty stated herein is in no way intended to be a statement of the useful life of the products of Gerkin Windows and Doors. The original purchaser of this product agrees that it has read this warranty and understands it, is bound by its terms and will provide this warranty to the original owner of the structure into which the product is installed.

**How State Law Relates to This Warranty:**

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations and exclusions may not apply to you.

This limited warranty is only applicable in the USA (i.e. the fifty states and the District of Columbia). This limited warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state.



800.475.5061 | [gerkin.com](http://gerkin.com)