

Limited Warranty

(rev. 10.18.11)

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Limited Warranty Summary

IMPORTANT NOTICE: Please read the entire Pacific Architectural Millwork Limited Warranty in conjunction with the summary below. There are qualifications that may impact the time frames noted below.

Labor will only be included in the first year. The warranty period begins upon delivery and applies to the original consumer only.

Insulated Glass – PAM will warranty our standard Tempered Clear or Lo-E Insulated Glass units (including Solarban[™]) up to 60 square feet with mill-finish stainless steel spacer or mill- or bronze-finish aluminum spacer for **twenty (20) years**. Custom glass or glass over 60 square feet will carry whatever warranty period is provided by the manufacturer. Due to the large sizes of glass that are installed into our products, scratches, smudges and other blemishes may occur and are not necessarily considered a defect. The industry standard for determining a defect is ASTM C1036-06 (www.astm.org).

<u>Hardware</u> – Our standard hardware is covered against material defects in materials and workmanship for **ten** (10) years, per the specified manufacturer's warranty. This includes Lift and Slide hardware (G-U), M-Series window locks (Roto) and window hinges (Securistyle), Slide & Seal™ hardware (proprietary), and R-Series window hardware (Truth) and 3-point locks (G-U). Other hardware or custom hardware will be covered in accordance with the specified manufacturer's warranty.

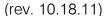
Note: Oil-rubbed bronze finish is considered a living finish that can dramatically change in appearance, particularly in coastal environments, and is not considered a defect.

<u>Kynar Aluminum Finish</u> – PAM will warranty the exterior Kynar finish for **ten (10) years** if the proper preventative maintenance has been conducted during the warranty period. See the "Instructions for Kynar Cleaning and Maintenance" section of the Owner's Manual for more details.

<u>Wood Components</u> – PAM will warranty interior wood components for **five (5) years** on products with aluminum exteriors or exterior aluminum cladding. All exterior wood products will be covered for a period of **three (3) years** if windows and/or doors have been maintained properly. See the "Care and Maintenance of Wood" section of the Owner's Manual for more details.

<u>Wood Finish</u> – PAM will warranty interior wood finish for **one (1) year.** Exterior wood finish requires a strict inspection and maintenance schedule based on specified finish type and exposure, and does not carry a warranty.

<u>Installation</u> – PAM will warranty the installation on products we are contracted to install for **(1) year** from date of installation.





Limited Warranty Details

P.A.M. product(s) have been inspected before shipment and have been determined to be free of defects, which would cause the product(s) to be unfit for its intended use.

Upon receipt of one or more of our product(s), it is recommended that you inspect them at the time of delivery. You should be checking:

- 1. To verify that you received what you ordered.
- 2. For the possibility of freight damage.
- 3. That each product(s) is flat and straight and without defect.

If you or your customer believes that the product(s) is defective, P.A.M. must be notified in writing, within forty-eight (48) hours after receiving product(s). **Any alterations made to the product constitutes acceptance of the product.** If your product(s) is determined to be defective after inspection by our factory representative P.A.M. will, at its option:

- 1. Repair the product(s),
- 2. Provide a replacement part or parts for repair of the product(s).
- 3. Refund to the customer an amount up to but not to exceed the original purchase price of the product.

To clarify further, if a visible and/or apparent defect exists upon your receipt and inspection of a product from Pacific Architectural Millwork, it is imperative that we be notified before any further costs are incurred on that product(s). We will not participate or assume any liability for those costs.

Pacific Architectural Millwork will not be responsible for any product(s) repaired or replaced without prior consent by our office.

Claims due to the product(s) warping may be deferred for up to 12 months from the date of claim in order to allow for conditioning and equalizing to humidity and temperature conditions.

Warping shall not be considered a defect unless it exceeds ¼" in the plane of the product(s). For products of greater size than 3'-6" x 7'-0", the ¼" test is used in any 3'-6" x 7'-0" section of the product. Placing a straight edge or a taut string on the concave face and determining the maximum distance from the straight edge or string of the products' face measures the warp. **Product(s) must be properly finished in accordance with standard sealing and finishing practices in direct relationship to the exposure to be expected.** Unsatisfactory appearance and service due to failure to finish the product(s) properly is not covered by this warranty.

See the "Care and Maintenance of Wood" section of the Owner's Manual for more details.

Variations in the colors of the wood or in the textures and grain of the wood are normal and are not considered a defect. Since most of our products are made with solid lumber, the natural variations or color and grain characteristics are sometimes more prominent than in veneered products.

Minor water intrusion is possible at minimum clearance thresholds and is not considered a defect.

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Installation: Buyer is fully responsible for installation of the product(s) being purchased unless an installation contract is being signed between buyer and seller. It is the owner/contractor's responsibility to provide adequate structural support. Seller shall not be responsible for any claims, injuries, or damages arising from improper installation of purchased products.

All implied warranties here are limited to **two (2)** years from the date of delivery unless otherwise specifically stated. This warranty gives you certain specific rights and you may have other rights, which vary from state to state.

IMPORTANT INFORMATION FOR ALL WARRANTY ELEMENTS

No one is authorized to make any different or additional warranties. In no event shall the liability of P.A.M. or any seller of P.A.M. products arising out of products defect exceed the price paid for the products. NOTHING IN THIS DOCUMENT SHALL GIVE RISE TO OR EXTEND THE PERIOD OF ANY WARRANTIES IMPLIED UNDER STATE OR PROVINCIAL LAW, AND NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

LIMITATIONS FOR ALL WARRANTY ELEMENTS

This warranty does not cover: non-P.A.M. products; products that have not been paid for in full; problems caused by improper storage, handling, installation, finishing, use, modifications, or maintenance; Acts of God; accidents, including accidental glass breakage; products subjected to conditions outside their design limitations; damage caused by acid rain, salt spray, or other corrosive elements; or problems due to water leakage that is not the fault of the P.A.M. product.

Exclusions to Warranty

- Minor imperfections in glass that do not affect the product's structural integrity or obscure vision.
- Minor variations in glass color.
- All glass warranties are void if any film is applied to the glass surface.
- For products with argon- or krypton-filled insulated glass glazing, PAM makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window and/or door at any time after manufacture.
- Bent glass.
- Decorative/art type glass unless provided by manufacturer.
- Products installed into extreme or abusive environments.
- Units installed in high moisture environments (such as swimming pool enclosures, solar collectors, steam rooms, shower enclosures or refrigeration units).
- Units installed in sloped glazing.
- Any custom products manufactured in accordance with customer's specifications that are beyond our established parameters.
- Surface cracks that are less than 1/32" in width and/or 2" in length
- Repainting, refinishing or any costs associated with the replacement of glass or any other components in products manufactured by Pacific Architectural Millwork, Inc.
- Interior doors used in an exterior application.
- Exterior doors with panels thinner than 2 1/4".
- Doors used in a gate application.



- Any wood products not sealed on all six surfaces.
- Any wood door installed without adequate overhang. Adequate overhang is dependent on the typical
 weather conditions of the area where the door is to be used and its exposure. At a minimum, wood
 doors should have an overhang projecting from the structure equal to one half the distance
 from the bottom of the door to the bottom of the overhang, at the point which is farthest from
 the door.
- Wood doors and windows that have been finished with dark colors.
- Wood products not sealed and finished within 72 hours of delivery to jobsite.
- Normal wear and tear.
- Finish problems caused by mechanical damage or abrasion.
- Damage caused by acid rain, salt spray, or other corrosive elements.
- Hardware finishes.
- Discoloration of non-visible parts.
- Wood rot due to improper maintenance or installation
- Product failure due to improper installation, misuse or abuse.
- Any unauthorized modifications to our products will void this warranty.
- Slight expansion and contraction of the door or window due to changes in temperature and humidity are not defects.
- Panel shrinkage and misalignment, which leaves an unstained line along the edge of the panel is not considered a defect.
- Variations in the color, texture, grain or natural characteristics of selected wood.

After **one** (1) year, labor connected with insulating glass replacement (including replacement of sash or door panels), or labor in any other case where P.A.M. elects replacement, is not covered by the warranty and is the responsibility of the owner. In no case does this warranty cover the costs of finishing any repaired or replacement component or any trim or other carpentry work that may be required. Replacement parts will be the closest equivalent current component and may not exactly match the original. The warranty on any replacement part will extend for the balance of the original warranty period. P.A.M. will not be responsible for problems or damages caused by deficiencies in building design, construction, maintenance, failure to install our products in accordance with approved methods, or the use of our products in systems, such as barrier wall systems, which do not allow for the proper management of moisture within the wall system.

PACIFIC ARCHITECTURAL MILLWORK WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER UNDER THEORIES OF TORT, STRICT LIABILITY, CONTRACT, WARRANTY OR OTHERWISE), WHICH MAY RESULT FROM A PRODUCT DEFECT OF MALFUNCTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.