

EAGLE WINDOW & PATIO DOOR LIMITED WARRANTY

INSULATED GLASS

EAGLE MANUFACTURING CO. as manufacturer, warrants all Insulated glass delivered to the original consumer by EAGLE MANUFACTURING CO. or its authorized dealers, from failure of the air seal for a five (5) year period from the date of manufacture. This warranty does not include cracked or broken glass or damage to the product resulting from accident, abusive handling or misuse. Should there be such failure of the air seal within the limited warranty period, EAGLE MANUFACTURING CO. shall provide either a replacement piece of Insulated glass or a sash glazed with Insulated glass, at their discretion, delivered to the original point of purchase. The consumer will be responsible for installation and replacement of the glass, EAGLE MANUFACTURING CO. will not be responsible for repainting, refinishing, or similar activities involved in the installation and replacement of glass.

WOOD ITEMS

EAGLE MANUFACTURING CO. warrants to the original consumer the quality of workmanship and materials of wood items to be free from defects which might render the product unserviceable. We suggest inspection of all products upon arrival and before installation and finishing. Texture and color variations do not constitute defects in wood items. To comply with this limited warranty, it is the consumer's responsibility to properly care for and protect all wood items against moisture, excessive dryness, etc., and to see that all surfaces, interior and exterior, top and bottom of wood items, are thoroughly painted, varnished, or sealed by accepted field finishing standards. EAGLE MANUFACTURING CO. will, without charge, replace or repair any products which may be defective and will do so in the same state as originally furnished. The company will not accept responsibility for repainting, refinishing, or any other necessary work to complete the replacement or repair of the product. We do ask for prompt and immediate notification of any items deemed unsatisfactory.

Under no circumstances will EAGLE MANUFACTURING CO. warrant the wood items of the product beyond a two (2) year period which commences from the date of manufacture.

HARDWARE, WEATHERSTRIPPING, SCREENS, ETC.

These products are generally manufactured by others and provided to us as raw product to incorporate into our product. We will, however, provide a limited warranty to the original consumer against defect or error in workmanship for a one (1) year period from the date of manufacture. Within that time period we will replace defective material at no charge. The company will not, however, be responsible for installation or any refinishing work associated with replacement of these materials. It shall be a consumer's responsibility to complete the replacement of the items deemed defective. Dealers should note the company will invoice at regular price for replacement material, and in turn issue full credit when defective material has been returned for inspection and approval.

LIMITATION ON LIABILITY

Any implied warranty of merchantability shall be limited in duration to the duration of the express warranty provided herein for the product warranted.

The remedies set forth above are the sole and exclusive remedies provided hereunder and EAGLE MANUFACTURING CO. shall not be liable for any further loss, damages or expenses, including incidental or consequential damages, directly or indirectly arising from the use of its products.

All products must be installed according to industry standards. This written warranty shall not be effective if the defect, malfunction or failure of the warranted product to conform with this warranty is caused by damage (not resulting from defect or malfunction) while in the possession of the consumer, or unreasonable use (including failure to provide reasonable and necessary maintenance).

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

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CLAIM PROCEDURE

To initiate claim action under this Limited Warranty, you should contact the contractor who installed the product or the distributor who provided the product to you. In the event these persons are unknown, we ask that you please contact:

Customer Service Manager
Eagle Mfg. Co.
Box 1072
Dubuque, Iowa 52001

We further request you provide information as follows:

- (a) Your name, address, and telephone number.
- (b) Description of product for which claim made;
- (c) Proof of date of purchase (Invoice);
- (d) Name of Eagle Window dealer or distributor from whom purchased (if known);
- (e) Nature of product failure and any further pertinent information.

May 1988 to May 1991