

# 7500 Series Advanced Polymeric Composite Windows Lifetime Limited Warranty

This warranty is fully transferable one time to the next homeowner.

# Frame and Sash Members

All polymeric composite extrusions and components used in the windows and doors are warranted to be free from manufacturing defects that might result in blistering, peeling, flaking, corroding, and fading of the window or door for as long as you own your home.

# **Insulated Glass**

Starmark Evo warrants that the sealed insulated glass unit, including internal grids, will be free of defects resulting in material obstruction of vision from film formation caused by dust or moisture between the panes of glass (seal failure). Glass quality will be consistent with industry standards: ASTM C1036-16, ASTM C1376-15, ASTM C1172-14, ASTM C1048-12 and ASTM E2190. For more information, refer to **Starmark Evo's IGU Inspection Criteria.** 

#### Hardware

Starmark Evo warrants that the hardware shall remain in good operating condition for as long as you own your home.

• Specified metal hardware for coastal applications is limited to a ten-year warranty.

#### **Exterior Paint**

If the exterior of the product and screen are factory painted with standard or custom colors, it will be free from peeling, cracking or blistering and significant ultraviolet discoloration caused by natural environmental atmospheric conditions for a period of ten years.

#### **Commercial Application**

Starmark Evo products installed in a building used for commercial purposes (such as schools, churches, apartment complexes, government owned structures, or any property other than an owner-occupied single-family residence) will limit this warranty to ten (10) years and is not transferable.

#### **Product Changes**

Starmark Evo, at its discretion, reserves the right to discontinue or change any of the products or parts utilized in any of its windows and doors. If any product or component originally installed is not available at the time of any claim under this warranty, Starmark Evo reserves the right to substitute any component at their discretion.

# Procedure and Conditions of Warranty Remedy

The property owner must notify the dealer/distributor within thirty days after the defect has first appeared. Starmark Evo reserves the right to inspect any window or door that a warranty claim has been made. If a product meets requirements of this warranty, Starmark Evo, at its discretion, will supply replacement parts or product at no charge to the certified dealer in which the product was originally purchased from. If the certified dealer is no longer in business, Starmark Evo will make every effort to ship replacements parts or product to the closest available certified dealer. This limited warranty does not cover the cost of labor, shipping, or re-installation.

#### Maintenance and Cleaning

A mild solution of household cleaner such as liquid dishwashing detergent may be used to clean the windows and doors by applying to a soft cloth, wiping clean, and rinsing with water. For more information, refer to <u>Starmark Evo's How to Operate and</u> <u>Maintain Composite Windows.</u>

- · Avoid using harsh chemicals and abrasive materials.
- Inspection and maintenance of sealants (such as caulking) is the required responsibility of the property owner. Sealants should be inspected yearly and repaired as needed to avoid major or long-term damage.
- It is **required** to inspect all bay/bow windows yearly and immediately address any concerns to avoid major or long-term damage.

# Window Opening Control Device Safety and Testing

Window Opening Control Devices (WOCDs) shall not be considered a substitute for supervision. Adult supervision of children and pets is required around windows even with a WOCD installed. WOCDs should be tested monthly to ensure effectiveness. For more information and instructions on how to test your WOCD, refer to *Starmark Evo's WOCD Safety and Testing.* 

**Certified Dealer's Name** 

**Date of Installation** 

OKNA Order Number(s)

# **Exclusions and Limitations**

#### **Product Tolerances**

All sash, frame, and screen dimensions have a 1/16" tolerance.

## Improper Handling and Installation

Sealants (such as caulking) are part of installation and are not covered under this limited warranty. It is the responsibility of the property owner to inspect and maintain sealants on the products. Any damage or malfunction caused by the use of improper sealants, failure to maintain the sealants, improper handling, storage, misuse, installation, overuse of spray foam or fiberglass insulation, or structural defects caused by settlement of the building is not covered under this limited warranty.

#### **Insulated Glass**

Minor scratches, markings, variations in glass color, slight glass curvature, or other imperfections that do not affect the product's structural integrity, significantly obscure normal vision, and meet the standard ASTM specifications are not covered under this warranty. Stress cracks are covered for one year from the installation date only. The optional gas fill levels may decline over time and are not covered under warranty. Condensation may occur on interior and exterior of windows as a natural result of humidity within the house or building and changes in the outside/inside temperature. Frost, mold, mildew, or fungus on product surfaces due to condensation are not covered by the limited warranty. For more information, refer to **Starmark Evo's Window Condensation.** 

#### **Bay and Bow Windows**

Starmark Evo is not responsible for any product containing unprotected wood unless you seal or otherwise protect the

exposed wood within ten (10) days after installation. Rot, mold, water damage, etc. caused from failure to properly seal, protect, or maintain exposed wood is not warranted. Even after exposed wood is sealed, prolonged contact with condensation may result in discoloration of the wood or finish. Improper use or failure to use manufacturer supplied cable and/or chain support systems as required for any installation of a product with an extension past the outside wall of more than six (6) inches is not warranted. Roofing is required above all bay and bow windows. Failure to inspect product yearly and immediately address any concerns voids this limited warranty.

#### Screens

Damage or breakage to the screen mesh is not covered under this limited warranty. Screens used on Starmark Evo products are not designed to keep persons or animals in or out or prevent from falling. Screens are not a substitute for supervision and do not function as a security feature. Starmark Evo shall not be responsible for any damage or injuries resulting from screen failing to keep persons or animals in or out or prevent from falling.

### **Exterior Paint**

This limited warranty shall be void if harmful solvents/products are used and damage the factory applied exterior paints, or if the product is repainted or coated with a non-manufacturer supplied paint. Normal wear and tear marks and uniform fading or color change due to weathering is not covered.

#### **Maintenance and Cleaning**

Damage caused by the use of corrosive cleaning products, harsh abrasives, high pressure sprays/guns/hoses, brick wash, razors, or other harmful and damaging cleaning products and methods is not covered under this limited warranty.

#### **Non-Factory Modifications**

Damage caused by any non-factory modification or additional installation such as, but not limited to, blinds, security systems, air conditioning units without proper support, glass shading/tinting films, storm windows, plastic wrapping, or other similar insulated coverings shall void warranty coverage.

#### **Specific Additional Exclusions**

- Any damage caused by wind, hail, lightning, acid rain, or other acts of God, intentional acts, accidents, negligence, civil unrest, or exposure to harmful chemicals or pollutants.
- Installation or use of product near high moisture areas without proper ventilation and moisture management such as, but not limited to, pools, hot tubs, saunas, bathrooms, or greenhouses.
- Damage connected with warping or distortion due to excessive temperature exposure or unusual heat sources such as, but not limited to outdoor grills, cooking units, or interior and exterior reflective surfaces.
- Any window, which has been repaired or attempted to have been repaired or modified by any person other than an authorized representative of Starmark Evo.
- Products exposed to conditions beyond specified testing shall not qualify as a manufacturing defect. It is at Starmark Evo's discretion to determine if the product has been exposed to conditions exceeding the specified testing.
- · Everyday wear and tear, scratches, and marks.
- Any product that has not been paid in full.
- Starmark Evo's liability is limited solely and exclusively to repair or replace components at its discretion. Under no circumstances will Starmark Evo be liable for incidental or consequential charges such as, but not limited to, labor cost for any purpose (including labor to replace or repair components, removal or disposal of old product, or service trips to do such), shipping charges, inconvenience, damage, injury to persons/property, or any other expense.

## No Class Action or Jury Trials

This Lifetime Limited Warranty shall be interpreted by the state of Pennsylvania. Starmark Evo is not liable for indirect, consequential, or incidental damages. By purchasing Starmark Evo products, you agree that you have the right to declare disputes against Starmark Evo on an individual basis only and waive all rights to proceed as a member of a class action or arbitration. You also agree to waive the right to a jury and agree that all disputes shall be presented to and disputed only by the state court or federal judge. Any legal proceedings will be located in Bucks County, Pennsylvania.