



# LIMITED WARRANTY

Kudzu Millwork, Inc. (KUDZU) offers the following Limited Product Warranty for materials and workmanship from the date of sale. KUDZU warrants to the homeowner that products manufactured by KUDZU will be free of defects in parts and workmanship under normal use for the time periods specified below.

## LIMITED WARRANTY FOR VINYL MAIN FRAMES AND SASH FRAMES

The following Limited Warranty applies to Vinyl Frames and parts: Vinyl frames and parts are warranted to be free from manufacturing defects resulting in peeling, blistering, flaking, checking, cracking, rotting or corroding, under normal use and service conditions, for a period of twenty (20) years from the date of purchase (ten (10) years for black and/or bronze frames).

## LIMITED WARRANTY FOR INSULATED GLASS

The following Limited Warranty applies to insulated glass: KUDZU warrants the insulating glass will be free from material obstruction (moisture, film or dust) on the interior glass surface for twenty (20) years from date of manufacture. KUDZU will cover 100% of the cost for the first ten (10) years, 50% of the cost for years eleven (11) through fifteen (15), and 25% of the cost for years sixteen (16) through twenty (20). This warranty is for the benefit of the Original Homeowner who purchased the product and resides in the home and shall not be transferred.

## LIMITED WARRANTY FOR INSULATED GLASS ON COMMERCIAL APPLICATIONS

The following Limited Warranty applies to insulated glass on commercial applications: If window product is installed in a commercial or industrial building or a building operated as a multi-family dwelling for commercial purposes or rental properties including, but not limited to schools, houses of worship, apartment complexes, government owned structures, office buildings, etc., this Warranty will be limited to ten (10) years on insulated glass and shall not be transferable.

## LIMITED WARRANTY FOR COMPONENTS

The following Limited Warranty applies to unit components: Hardware components including, but not limited to balances, sash locks, etc. are warranted against manufacturer defects for a period of ten (10) years from the date of purchase.

## LIMITED WARRANTY COVERAGE

This Limited Warranty covers replacement parts, components and/or materials only. KUDZU expressly denies any liability for labor to be performed in correcting defects. This Limited Warranty does not cover freight charges of any kind. If a covered replacement part is not in production at the time a warranty claim is filed, KUDZU's obligation shall be limited to finding a reasonable solution, at its sole discretion. KUDZU expressly reserves the right to, at its sole discretion, make a determination as to whether a valid, covered warranty claim exists and, if so, how to satisfy the warranty claim.

## WARRANTY CLAIMS

To make a claim under the warranties recited hereunder, you must do so in writing, within one (1) year of becoming aware of any such claim, by certified mail, return receipt requested, to Kudzu Millwork, Inc, 4818 Meridian Street, Huntsville, AL 35811. Please provide type and size of the product, date of purchase, copy of Purchase Receipt, where the product was purchased and the nature of the claimed defect or problem. Freight and installation will be at the homeowner's expense. KUDZU reserves the right to inspect, or designate a person to inspect, any part or product that is claimed to be defective and covered by these warranties prior to any repair, refund or replacement. Any inspection shall be conducted under an express reservation of rights and shall not constitute an acknowledgement that the warranty claim is valid and/or covered.

## MODIFIED OR DISCONTINUED PRODUCTS

KUDZU reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, KUDZU reserves the right to substitute current products and components of equal quality and as similar in appearance as possible.

## ITEMS NOT COVERED

- Improper installation or use of product.
- Any modification or alteration to the product, including, but not limited to putting holes in the window sill, covering weep holes with sealant or other materials, etc.
- The failure to perform reasonable and necessary maintenance on the product.
- The neglect, abuse, improper handling and/or improper storage of the product.
- Exposure of the product to excessive heat and/or cold beyond naturally occurring conditions.
- The application of harmful cleaning solutions or products including, but not limited to, muriatic acid, acetone, bleach, alcohol, hydrochloric acid, or abrasive products.
- Misalignment of grids/muntins of 1/8" or less from appropriate position.
- Slight fading and/or color variations caused by normal aging or weathering.
- Torn or ripped screens for any cause whatsoever.
- Rust or corrosion of non-vinyl products or components due to the close proximity to coastal areas, pool areas, and high humidity areas unless the product is composed of appropriate stainless steel or other non-corrosive hardware.
- Installation of the product outside of the 48 contiguous United States.
- Any inappropriate or unintended use of product.
- Minor blemishes in the glass that do not significantly impair the structure of vision through the glass including glass curvature.
- Color variations in the glass.
- Glass breakage for any cause or reason.
- Subjection to stresses arising from glass surface temperature differentials or caused by building settlement or moving.
- Condensation on the exterior surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials.
- The very gradual, natural migration of inert gas infills used in insulated glass.
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.).
- Installation into structures that do not allow for appropriate water/moisture drainage including, but not limited to, Exterior Insulation & Finish Systems.
- Accidents, fire, explosion, misuse, abuse, vandalism, building settling, war, terrorism, acts of third parties beyond KUDZU's control, or Acts of God including, but not limited to, fire, flooding, earthquakes, tornadoes, hurricanes and gale force winds.
- Failure to follow KUDZU's installation instructions, industry standards, sound construction practices and/or care and maintenance instructions.
- Field mulling, installation of any field applied drip cap, field finishes, or product modifications or glazing not factory installed.
- Use of expanding spray foams applied around the perimeter of product during the installation process, unless applied consistent with AAMA 812-04.
- Deficiencies in wall design, project design or construction, or structural failures.
- Failure to properly install flashing, exterior trims, panning, subsills, or receptors.
- Failure to properly apply caulk or sealant.
- Damage during handling, shipping, processing or installation. Windows shall be stored in an upright/vertical position.
- Application of aftermarket window films to glass surfaces.
- Products that have not been paid for in full.

**ITEMS NOT COVERED**

- Any field testing conducted without meeting the following requirements: Must be jointly and specifically agreed upon. Any field testing shall be performed within thirty (30) days of installation, using properly calibrated testing equipment and accounting for units that exceed maximum test size. Any field tests must be conducted by a certified testing organization, at 2/3 test pressure as compared to the product rating as ordered, in accordance with AAMA 502-12 (if within thirty (30) days after installation) or AAMA 511-08 (if afterward) and must give KUDZU reasonable notice and the opportunity to participate in said testing. For any test failure believed to be caused by a manufacturing defect, KUDZU must be given a reasonable opportunity to evaluate the concern and develop a remedial solution.
- Water or air infiltration other than as a result of a defect in manufacturing, materials or workmanship.

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. NO DEALER, EMPLOYEE, OR AGENT OF KUDZU, NOR ANY THIRD PARTY, MAY CREATE OR ASSUME ANY OTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY ON BEHALF OF KUDZU. ANY PRODUCT OR COMPONENT NOT SPECIFICALLY SUBJECT TO THIS LIMITED WARRANTY IS PROVIDED AS IS AND WITHOUT WARRANTY.**

**IT IS UNDERSTOOD AND AGREED THAT KUDZU'S 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 THE PURCHASER/OWNER AND UNDER NO CIRCUMSTANCES SHALL KUDZU BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE PRICE PAID BY THE PURCHASER/OWNER**

**FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING KUDZU'S LIABILITY. NO ACTION ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY THE PURCHASER/OWNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**KUDZU PROVIDES NO WARRANTY TO ANY PRODUCT SUBJECTED TO INAPPROPRIATE AND/OR UNTIMELY TEST MEASURES. SUCH MEASURES INCLUDE BUT ARE NOT LIMITED TO, THE USE OF AN UNACCREDITED TESTING LABORATORY, TESTING OF UNITS THAT EXCEED THE MAXIMUM TEST SIZE, INAPPROPRIATE CALIBRATION OF TESTING EQUIPMENT AND/OR UNTIMELY TESTING (AS DESCRIBED IN AAMA'S "VOLUNTARY SPECIFICATIONS FOR FIELD TESTING OF WINDOWS & GLASS DOORS").**

**ADVERTISED PERFORMANCE RATINGS ARE BASED ON INDIVIDUAL WINDOW TESTS. MULLED UNITS REQUIRE DIFFERENT AAMA TESTING PROCEDURES. PLEASE CONSULT KUDZU OR YOUR AAMA GUIDELINE BOOKLET FOR MORE INFORMATION.**

**IF ANY PART OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID AND ENFORCEABLE.**

- Warranty applies to the original homeowner only.
- Labor costs incurred because of any warranty claim are not covered by this warranty.
- KUDZU will not be responsible for installation or any refinishing work associated with a warranty claim.
- KUDZU reserves the right to repair any defective product, replace defective materials, or refund the purchase price when honoring its limited warranty.

Dated 10/19/2021