

## Limited Warranty

### Warranty Terms

---

Subject to the terms of this Limited Warranty Optimedia warrants that its products are free from any manufacturing defects, including those arising from the materials used and/or the production process. This limited warranty, is valid only if the products have been installed by an authorized Optimedia dealer or otherwise by an Optimedia acknowledged installer, and strict observation of and compliance with the instructions provided by Optimedia regarding the storage, transport, installation, adjustment, and maintenance of its products along with all other terms and conditions set forth in this limited warranty. Damage to and/or any modification to Optimedia's products will automatically void this limited warranty.

This limited warranty is provided to the original end customer and may not be assigned or transferred. Subject to the terms of this Limited Warranty, Optimedia will remedy any defects in its Products caused by raw materials and/or the production processes that significantly impair the proper functioning, appearance and/or operation of its Product(s).

In the event of a claim under this Limited Warranty, Optimedia shall, at its sole option: 1) repair or replace the defective part(s) or Product(s) (with cost of labour included within two (2) years from the date of sale by Optimedia or its authorized dealer and/or acknowledged installer) or 2) refund the original purchase price.

### PVC Materials and Workmanship

- Color stability: Limited ten (10) year warranty.
- Weathering Resistance: Limited five (5) year warranty against the appearance of cracks on the PVC's or the PVC foil's surface.
- Decorative and Nondecorative Panels: Limited two (2) year warranty against changes in the panel's aspect.

In cases of corrosive atmospheres, a prior agreement must have been reached with Optimedia regarding the desired profile, colour and/or foil type.

Pivot windows and doors have a limited two (2) year warranty.

Products intended for commercial/industrial use have a limited two (2) year warranty, regardless of colour.

### Aluminum Materials and Workmanship

- Painted and lacquered finishes: Limited three (3) year warranty.
- Anodized finishes: Limited five (5) year warranty.
- Deformations: Limited five (5) year warranty.

In cases of corrosive atmospheres, a prior agreement must have been reached with Optimedia regarding the desired treatment process or coating class.

Pivot windows and doors have a limited two (2) year warranty.

Products intended for commercial/industrial use have a limited two (2) year warranty, regardless of colour.

## Hardware

- Properties, Characteristics, Functionality and Design: Limited five (5) year warranty.
- Corrosion: Limited five (5) year warranty.

In cases of corrosive atmospheres, a prior agreement must have been reached with Optimedia regarding the appropriate hardware.

Products intended for commercial/industrial use have a limited two (2) year warranty, regardless of type.

## Glass and Insulating Glass Units

- Permanent material obstruction of vision due to a failure of the glass seal: Limited ten (10) year warranty.
- Premature failure: Limited ten (10) year warranty.

Products intended for commercial/industrial use have a limited two (2) year warranty, regardless of type.

Insulating glass units containing interior venetian blinds have a limited two (2) year warranty.

## Shading Systems and Insect Screens

- Color stability: Limited five (5) year warranty.
- Functionality: Limited two (2) year warranty.
- Corrosion: Limited two (2) year warranty.
- Deformations: Limited two (2) year warranty.

Products intended for commercial/industrial use have a limited two (2) year warranty, regardless of type.

Screens are not designed to and will not prevent falls.

## Other third-party accessories

---

Optimedia warrants the functionality, color stability and conformity of all third party accessories used in its products (including but not limited to: fingerprint readers, electromagnetic counter plates, joinery/door motorizations, covers and/or auxiliary profiles, alarm sensors, sills, roller shutter and/or shutter engines, remote control systems as well as visors, panic door handles and emergency exit door systems) for a period of two (2) years following the original sale by Optimedia.

The installation and maintenance of any electrical and/or electronic component accessories must be completed by authorized specialized personnel, adhering to the wiring diagram, and ensuring proper connections at the appropriate voltage. Any damage occurring during or after installation, or as a result of incorrect maintenance, shall not be covered by this Limited Warranty.

## Validity

---

This Limited Warranty is valid only if the following conditions have been fulfilled. If any of the following conditions is found not to have been fulfilled or respected, all terms of this Limited Warranty shall be null and void and of no force or effect. The burden of proof that the requirements of this Limited Warranty have been fulfilled shall be the responsibility of the party making a claim for coverage.

Limited Warranty requirements are as follows:

- The Products were properly installed and maintained in accordance with Optimedia's Handling and Installation Manual ([www.optimedia.eu](http://www.optimedia.eu)):

- Products installed by an approved installer in compliance with installation instructions and applicable local building codes and regulations.
- The Products were regularly maintained and cleaned:
  - Method: The Products must be cleaned with tepid water with a non-aggressive, ph-neutral (6-8), non-acetose detergent, not containing ammonia.
  - Frequency: The minimum maintaining/cleaning frequency is six (6) times per calendar year.
- Complete and comprehensive information regarding the desired Product(s):
  - Optimedia requires that its authorized dealers and/or installers provide it with the end customer's applicable Product requirements for each order.
    - These include but are not limited to the exact product types, configurations and dimensions, any tests, certifications and/or performance grades required for each project, as well as any building code regulation that must be respected or presented.
    - If Optimedia's authorized dealer and/or installer is found to not have been forthcoming and clear with any of the above information, all right of warranty shall be null and void, together with any legal responsibility on the side of Optimedia.
- Proper material handling, storage, and installation:
  - Optimedia requires photographic evidence by its authorized dealers and/or installers (sent via email or other forms of written communication), showcasing the proper handling, storage and installation of its Products, in accordance with Optimedia's Handling and Installation Manual as well as any federal, state or local regulations that may be in force.
    - If photographic evidence is not provided and if the Products are found to not have been installed according to Optimedia's Handling and Installation Manual, all terms of this Limited Warranty shall be null and void and of no force and effect.
- In case of corrosive atmospheres, a prior agreement was reached with Optimedia, regarding the appropriate products, accessories and/or treatment processes.
- Corrosive atmospheres or other risk factors (e.g. limited rain) require more frequent cleaning to be performed by the end customer. Examples of corrosive atmospheres are products fitted:
  - Near the coast (<6 mi) or close to estuaries or large rivers (<3 mi);
  - Above water (or other areas with high levels of humidity);
  - Within industrial areas, in particular areas with heavy emissions of chemicals, fluorides, gases and ore materials;
  - Within important urban areas (with high levels of exhaust and combustion gases);
  - In areas with exposure to large traffic (motorways, railways, airports);
  - In areas with aggressive atmospheres (e.g., swimming pools, water treatment industry, laboratories, pollution by animals, etc.).

## **Disclaimer - This Limited Warranty Does Not Cover**

---

Optimedia is not responsible for or makes no warranty as to:

1. Claims related to a Product(s) or order that were stored while exposed to weather elements prior to installation for more than 30 days.
2. Claims related to Product(s) dimension, type, configuration and/or accessories as well as other Product properties that visibly and clearly stated in the order documentation and confirmed and/or signed by Optimedia's authorized dealer and/or installer upon the order's placement.
3. Any PVC or Aluminum color discoloration or instability caused by natural sun exposure.
4. Any Products exceeding the maximum dimensions stated by the profile and/or hardware manufacturer, provided that Optimedia informs the authorized dealer and/or installer of any dimensional limitation, prior to the order's confirmation and placement.
5. Products failure, loss or damage due to:
  - Normal wear and tear.
  - Improper and/or undocumented storage, handling, installation, or finishing.

- Improper usage or maintenance.
  - Unevenness in the building's floor.
  - Any modifications made to the Product(s) without the written consent of Optimedia.
  - Non-factory applied finishes.
  - Structural settlement, movement, or vibration.
  - Product(s) exposed to excessive localized heat, high-moisture environments, or water leakage.
  - Normal wear and fading caused from product usage, age, or exposure to direct sunlight.
  - Acts of God.
  - Acid rain or other corrosive elements.
  - Accidents, including accidental glass breakage.
  - Application of after-market window films to glass surfaces.
  - Damaged caused by inappropriate solvents, brickwash or cleaning chemicals.
  - Installation of anything other than standard factory issued Optimedia insulating glass units inside Optimedia's frames.
  - Glass breakage, not the fault of Optimedia, that results in seal failure.
  - Glass breakage due to thermal shocks caused by improperly installed heat sources or the improper shading of a product.
  - High in-home humidity.
  - Accident; abuse; misuse; abuse; alterations; improper handling operation or cleaning.
  - Products subjected to conditions outside product design limitations.
  - Improperly installed security systems.
  - Hardware finishes.
  - Ripping, tearing or other damage not the fault of Optimedia to window screens associated with wear and tear through product use.
  - Finishing or modifying the structure containing repaired or replaced product(s).
  - The purchase, damage, repair, or replacement of non-Optimedia products.
  - Products that have not been paid for in full.
6. Minor imperfections in the Product(s):
- Minor imperfections in glass, not visible from a distance of two (2) metres from the insulating glass unit under diffuse lighting conditions.
  - Minor imperfections in glass that do not significantly obscure vision.
  - Minor variations in glass colour.
  - Minor variations in the surface finish or appearance of the products.
  - Minor surface imperfections caused by mechanical abrasion.
7. Installation inconsistent with Optimedia's Handling and Installation Manual and/or applicable building codes and regulations, including:
- Altered or reinstalled Products.
  - Products used in nonvertical glazing applications.
  - Combinations not built by Optimedia or not built in accordance with Optimedia's written recommendations for mulling or combining Optimedia Products.

## **Argon**

Optimedia injects argon at the time of manufacturing each insulating glass unit. No warranty is made as to the amount or percentage of argon present in the insulating glass unit under this Limited Warranty. It is a known phenomenon that argon within the insulating glass unit dissipates over time, effect significantly influenced by environmental and usage conditions., Optimedia also makes no warranty regarding the rate at which argon will dissipate out of the insulating glass unit.

## NFRC Standards

Optimedia tests certain product types and/or lines in accordance with NFRC standards. Due to the highly custom nature of its Products, Optimedia does not warrant that all its custom Products are tested in accordance with NFRC standards. Optimedia will not be liable, and all warranty claims shall be null and void, should a Product be found not to be compliance with NFRC standards, if the authorized dealer and/or installer did not inform Optimedia of any such requirements prior to placing the order.

Furthermore, Products components and manufacturing processes involve a range of tolerances which can cause variance among tested values and in-field evaluation of a Product can affect test results as well. For these reasons, Optimedia does not warrant its rest results.

## AAMA Testing

Optimedia tests certain Products and configurations in accordance with AAMA standards. Due to the highly custom nature of its Products, Optimedia does not warrant that all its Products are tested in accordance with AAMA standards. Optimedia will not be responsible, and all warranty claims shall be null and void, should a Product be found not to be in compliance with AAMA standards.

Furthermore, Product components and manufacturing processes involve a range of tolerances which can cause variance among tested values and in-field evaluation of a product can affect test results as well. For these reasons, Optimedia does not warrant its rest results.

## Field Testing

This Limited Warranty only covers Products confirmed to have a nonconformity or fault. Where field testing occurs, Optimedia must receive prior notice and opportunity to observe, and information on the anticipated test methods. Without its prior agreement, Optimedia shall not be required to respond to testing results or extrapolations to non-tested products, nor shall it contribute to the cost of testing. Optimedia is not responsible for determining the suitability of its Products for surrounding buildings or wall design.

## Prompt Notice of Claim

---

Within the applicable warranty period, both the authorized dealer and end customer shall promptly notify Optimedia, and in no case more than two (2) months after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which Optimedia did not receive notice within two (2) months from the time the problem first became known, shall be null and void.

## Limited Warranty Claim Procedure

---

Claims under this Limited Warranty shall be made in writing to the authorized Optimedia dealer and/or installer. Should the claim result from an Optimedia authorized dealer and/or installer, it shall be made in writing to the appointed sales consultant and appropriate area sales manager.

Claims to Optimedia or its authorized dealers and/or installers shall contain the following information in order to be considered valid:

1. Claimant's name, address and phone number as well as the installation address (if different);
2. A description of the specific Product involved, **original** purchase price, date and location of purchase together with copies of the invoices;
3. The Optimedia serial number located on the insulating glass unit spacer.
4. Photographic evidence showcasing the claim.

5. Photographic evidence showcasing the proper storage prior to the installation as well as the subsequent proper installation.
6. A brief summary of attempts made to address the concerns.

### **No statement of Useful Life**

This Limited Warranty is not a statement of the useful life of any Optimedia products.

### **Disclaimer and Limitation of Remedies**

---

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED HEREIN, OPTIMEDIA MASKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. TO THE EXTENT NOT LEGALLY PROHIBITED, THE REMEDIES HEREIN SHALL BE THE EXCLUSIVE REMEDIES AND ALL INVOLVED PARTIES WAIVE ANY OTHER CLAIMS REGARDLESS OF LEGAL THEORY. OPTIMEDIA SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES; PERSONAL INJURY; LOST PROFITS; LOSS OF USE; DIMINUTION IN VALUE; OR PUNITIVE DAMAGES.

### **Suitability**

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components including the use of any Optimedia products, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Optimedia will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Windows and doors are only one element of a structure; Optimedia does not warrant that third party certification of a building or project to any specific standard will be achieved using any Optimedia Products.

### **Entire Agreement**

---

If one or more of the provisions present in this Limited Warranty are declared unenforceable or null and void, the remaining provisions of the Limited Warranty document shall not be affected and, which shall remain in force.

### **No Amendment Except in Writing**

---

This Limited Warranty shall only be modified by a written agreement signed by a duly authorized representative of Optimedia.