

LIMITED INSTALLATION WARRANTY

Renovating Specialist Inc dba Sivan Windows and Door (“Seller”) makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. Seller warrants that all installation work performed as part of a Covered Installation will be free of Installation Defects for a period of two (2) years from the date of substantial completion of the original installation.

An “installation defect” is an error that significantly impairs the proper operation of the product. If Seller is given Prompt Notice (as defined below) of an Installation Defect within two (2) years from the date of substantial completion of the original installation, Seller shall, at its sole discretion either 1) furnish labor to repair any such Installation Defect (and provide replacement materials if Seller determines such materials necessary to make the repairs) or 2) refund the original purchase price of the defective product(s) including the price of installation.

WHO IS COVERED

The “Buyer” is covered by this Warranty. For purpose of this Warranty, “Buyer” shall mean the individual(s) who owns and occupies the home when products are installed.

CONDITIONS AND LIMITATIONS APPLICABLE TO ALL COVERED INSTALLATIONS

If Seller provided trim as part of the Covered Installation and such trim must be replaced under this Warranty, Seller shall provide reasonably suitable trim but cannot assure it will match the original trim.

The extent of coverage with respect to finishes is limited as set forth in this paragraph. If the original product or component was finished by Seller and a replacement is required because of a Product Defect (other than the finish itself) or Installation Defect pursuant to this Warranty, the product will be replaced with finish. If the finish was provided by someone other than Seller, the product or component replaced will not be finished and no coverage is provided by Seller for such finish.

Even where Seller chooses to repair or replace product, the coverage afforded by this Warranty does not include any labor or material associated with finishing space surrounding or adjacent to the repaired or replaced product (including, but not limited to, any stucco, painting, and carpentry work). Buyer is responsible for performing any finishing work to the home as a result of any warranty or servicing work, including, but not limited to, any stucco, painting, and carpentry work. Replacement product and installation provided pursuant to this Warranty shall be covered only for the remainder of the terms of this Warranty.

TRANSFER OF WARRANTY

This Warranty is automatically transferred to any subsequent owner of the home on which the Covered Installation occurred. All subsequent owners (also referred to as “you” or “Buyer”) are subject to all conditions and limitations of this Warranty to the same extent and in the same manner as the original Buyer. This Warranty applies with equal force to multiple buyers, including spouses, and the term “Buyer” is both singular and plural as the case may be.

LIMITATION OF WARRANTY

This Installation Warranty is the exclusive warranty for a Covered Installation. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INSTALLATION OF YOUR PRODUCTS.

LIMITATION OF LIABILITY

THIS WARRANTY SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION WORK. IN NO EVENT (INCLUDING WHERE SELLER HAS NO PERFORMANCE OBLIGATIONS DUE TO THE OPERATION OF CONDITIONS OR LIMITATIONS) SHALL SELLER OR INSTALLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF ANY PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF SELLER OR INSTALLER EXCEED THE PRICE PAID FOR THE PRODUCT AND INSTALLATION.

LIMITATION OF REMEDY

THE EXCLUSIVE REMEDY OF THE BUYER, AND THE SOLE LIABILITY OF SELLER AND INSTALLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF A PRODUCT OR INSTALLATION SERVICE, SHALL BE, AT THE OPTION OF SELLER, REPAIR OF INSTALLATION DEFECT OR PRODUCT DEFECT OR RETURN OF THE ORIGINAL PURCHASE PRICE. IF SELLER PROVIDES ANY OF THE REMEDIES IDENTIFIED IN THE INSTALLATION WARRANTY ABOVE (I.E., REPAIR OR REFUND), THEN BUYER AGREES THAT THIS REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL COVERED INSTALLATIONS

Seller is not responsible for any loss or damage due to or make any warranty commitment as to:

1. Loss or damage arising from exceeding the performance parameters for the products set forth in product labeling.
2. Installations, repairs or modifications performed by anyone other than Seller or someone under the control or supervision of Seller.
3. Covered Installations or service that has not been paid for in full.
4. Installation or product failure, or loss due to:
 - Structural settlement or movement, vibration, excessive localized heat, high in-home humidity, high moisture environments or latent defects in home.
 - Condensation: On windows and patio doors, condensation may occur as the natural result of humidity within a home or changes in interior/exterior temperature. It does not indicate a product defect. The warranty covers neither condensation, not frost, nor freezing from condensation on the windows or patio doors.
 - Water leakage not caused by installation performed by Seller.
 - Power washing.
 - Acts of God.
 - Salt spray, acid rain, or other corrosive elements.
 - Accident (including glass breakage), misuse, abuse, alterations, or improper handling, operation or cleaning (by others outside of Seller's control).

- Improperly installed security systems or damage by security systems.
- Failure to utilize proper maintenance or finishing practices.
- Failing to properly seal and maintain the exposed wood portions and veneer of a product.
- Normal wear and tear.
- Damage and/or discoloration to fabric shades, screens or blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if product is not being cycled (held in the raised position a portion of the time).
- Damage and/or discoloration from sun exposure, abuse or age.
- Any breaches, such as scratches, chips or abrasions, that have not been timely repaired.
- Application of after-market window films to glass surfaces.
- Insects.
- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Minor imperfections up to 1/4" along the edges.
- Variations in wood grain, color, texture or natural characteristics.
- Minor variations in screen mesh weave.
- Caulking – To seal window frame or trim package against water and/or air filtration, caulking may be necessary on some installations. Caulking maintenance is the responsibility of the Buyer (or homeowner). It is not considered part of the product and is not covered under the warranty.

NOTICE AND CLAIM PROCEDURES APPLICABLE TO ALL COVERED INSTALLATIONS

PROMPT NOTICE OF CLAIM FOR SERVICE

Seller shall have no obligation under this Installation Warranty for claims received after two (2) years, and all suits commenced after this time period shall be barred. Within the warranty period, Buyer shall notify Seller in writing immediately, and in no case more than fifteen (15) days, after any known or reasonably suspected "Installation Defect," "Product Defect" ("Prompt Notice") or other basis of a claim covered by this Warranty is discovered or should have been discovered. Any claims otherwise covered, but for which Seller did not receive written notice within fifteen (15) days from the time the problem became known, shall be barred.

WARRANTY CLAIM PROCEDURE

Claims under this Warranty should be made in writing to Seller as follows: Renovating Specialist Inc dba Sivan Windows and Doors, 19865 Nordhoff Street, Northridge, CA 91324, or email at legal@sivanwindows.com.

Claims should include the following information:

1. Claimant's name, address, and phone number and the installation address (if different);
2. A description of the product, purchase price, and the date and location of purchase, the name and other identifying information for Seller, and copies of the Agreement and any invoices;

3. The serial number located on the insulating glass spacer or the unit identification number located on the lower left-hand corner of the glass (as seen from the inside);
4. A description of the product or installation concerns (including photographs); and
5. A brief summary of attempts made to address the concerns.

ENTIRE AGREEMENT

Buyer agrees there is no reliance on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained in this Warranty and the Agreement, and any applicable product warranties. This Warranty may only be modified upon Seller's written notice to Buyer and Buyer's consent to the proposed modification.