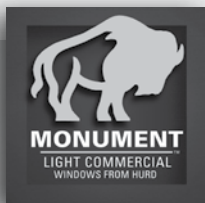


# *Hurd Light Commercial Product Limited Warranty.*



***Hurd***  
*Windows and Doors*

# HURD® LIGHT COMMERCIAL PRODUCT LIMITED WARRANTY

Effective June 15, 2011

**NOTICE TO PURCHASERS: THIS LIMITED WARRANTY IS PART OF THE TERMS OF THE SALE OF YOUR HURD PRODUCT. PLEASE READ IT COMPLETELY.**

## **I. HURD'S EXPRESS WARRANTIES.**

This Limited Warranty covers clad and wood window and door products of HWD Acquisition, Inc. d/b/a Hurd Windows & Doors ("Hurd"), which are installed in a structure which is other than a single family detached dwelling unit and which is five stories or less, and which are manufactured on or after the effective date noted hereon ("Light Commercial Product") subject to the conditions and restrictions contained below, except for products which may be specifically sold subject to other written limited warranty terms or which are specifically identified as being sold "as is." This Limited Warranty is available only to the person to whom the Hurd Light Commercial Product was originally sold for purposes other than resale (the "First Purchaser") and is not transferable.

**A. Ten (10) Year Limited Warranty: General.** Except as otherwise provided herein, Hurd warrants that for a period of ten (10) years from the date of manufacture its Light Commercial Product shall be free from defects in materials or workmanship. Wood deterioration, caused by decay or insect, including wood rot, will be considered a defect in material or workmanship, unless caused by an event identified in section II.B., below.

**B. Twenty (20) Year Limited Warranty: Dual IG Product Hermetic Seal.** Except as otherwise provided herein, Hurd warrants that for a period of twenty (20) years from the date of manufacture Light Commercial Product having two panes of glass ("Dual IG Product") shall be free from any material obstructions of vision due to fogging occurring between the interior glass surfaces that result solely from a failure of the hermetic seal, unless the failure of the hermetic seal is caused by glass breakage.

**C. Ten (10) Year Limited Warranty: Triple IG Product and Hurd FeelSafe™ Glass Hermetic Seal.** Except as otherwise provided herein, Hurd warrants that for a period of ten (10) years from the date of manufacture Light Commercial Product having three panes of glass ("Triple IG Product") and any Hurd FeelSafe™ Glass shall be free from any material obstructions of vision due to fogging occurring between the interior glass surfaces that result solely from a failure of the hermetic seal, unless the failure of the hermetic seal is caused by glass breakage.

**D. Ten (10) Year Limited Warranty: Exterior Clad Finishes:** Except as otherwise provided herein, Hurd warrants that for a period of ten (10) years from the date of manufacture that all aluminum clad Light Commercial Product that has factory-applied exterior organic coatings will be free from cracking, crazing, flaking, delaminating and blistering for a period of ten (10) years from the original date of manufacture by Hurd. Hurd warrants that all aluminum clad Light Commercial Product that has factory-applied exterior finishes of AAMA grade 2605 will be free from chalking in excess



Project architect JRA Architects,  
Louisville, Kentucky. Photo courtesy  
of Moberly Photography.



Project architect and photo courtesy of JRA Architects, Louisville, Kentucky.



of a numerical rating of six (6) (as per ASTM D4214) or fading or change in color in excess of five (5) Delta-E Hunter units (as per ASTM D2244) for a period of ten (10) years from the original date of manufacture by Hurd. Hurd warrants that all aluminum clad Light Commercial Product that has been anodized will be free from chalking in excess of a numerical rating of eight (8) (as per ASTM D4214) or fading or change in color in excess of five (5) Delta-E Hunter units (as per ASTM D2244) for a period of ten (10) years from the original date of manufacture by Hurd. Note: Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements and such variation in fading or color is not considered to be a defect.

**E. Five (5) Year Limited Warranty:** Specialty Glass. Hurd warrants that products with special glazings and/or glass options not listed in our product literature, and all leaded or decorative glass product, shall be free from manufacturing defects for a period of five (5) years from the original date of manufacture by Hurd.

**F. Two (2) Year Limited Warranty:** Interior Finish. Hurd warrants that all factory-applied interior paint and stain finishes in its Light Commercial Product will be free from "Finish Defects," for a period of two (2) years from the original date of manufacture by Hurd. For purposes of this limited warranty, a "Finish Defect" shall mean cracking, peeling, delaminating, blistering, flaking, chalking in excess of a numerical rating of six (6) (measured per ASTM D4214) or fading or change in color in excess of five (5) Delta-E Hunter units (calculated per ASTM D2244).

## **II. LIMITATIONS AND DETAILS OF HURD'S EXPRESS WARRANTIES.**

**A.** Hurd windows and doors are manufactured to certain specifications and ratings (which may include air and water infiltration, structural performance, and/or sound transmission). The performance of installed windows and doors can and will change over time due to environmental conditions, installation technique, maintenance, normal wear and tear, and other factors beyond Hurd's control. The initial ratings and specifications are furnished solely to assist the purchaser in comparing products at the time of purchase and are not meant to warrant or guarantee specific field performance at those ratings or specifications as installed or over the life of the product.

**B.** Hurd will not be liable for, and none of the above warranties apply to or cover problems, costs or losses caused by, arising from, or related to, any of the following:

1. Failure to follow any directions, recommendations and/or guidelines set forth in Hurd's Care and Maintenance Guide and/or Anodized Care and Maintenance Guide;
2. Improper installation, including failure to follow manufacturer's guidelines and/or failure to install in conformance with accepted construction practices or applicable building codes;
3. Improper or inadequate flashing, or other defects in construction;
4. Any size units having any dimensions greater than those listed in Hurd's standard catalog;
5. Installation of products in applications or environmental conditions above certified performance levels or exceeding design standards;

6. Prolonged or excessive exposure to moisture or soil;
7. Any Hurd products installed in any face barrier system or exterior insulation finish system using stucco, synthetic stucco, or other materials, unless the Purchaser proves that there is an effectively engineered system for the control and drainage of water or moisture vapor;
8. Installation other than vertically (slope glazing);
9. Glass breakage or seal failure at locations above 4,000 feet above sea level, if product is not ordered with a capillary tube system;
10. Excessive humidity, condensation or frost on exposed surfaces (NOTE: condensation or frost on exposed surfaces is not a defect, but is a result of excessive humidity);
11. Installations in sauna, swimming pool or hot tub rooms or other rooms with high humidity conditions;
12. Obstructions of air flow to products, including draperies or storm panels;
13. Scratches, imperfections or blemishes on glass surfaces that do not impair the integrity of the unit, or were not caused by Hurd, or which are not discernable within the central viewing area at a distance greater than 6 feet or outside the central viewing area at distance greater than 12 feet, when viewed at 90 degrees under normal daylight conditions;
14. After market tints, films or coatings applied to glass surfaces;
15. Door warpage of less than 1/4" as measured across the diagonals (NOTE: door warpage may vary as door panels adjust to temperature and humidity in their installed positions and Hurd may, at its option, defer determination of a door warpage claim until the subject door has been in place for more than 1 year);
16. Door warpage on doors 8 feet and taller if such doors do not have multi-point hardware;
17. Weathering or wood discoloration;
18. Improper painting, staining, or field finishing maintenance of wood surfaces, or failure to apply a good quality coating system to bare wood surfaces within 30 days after purchase, as specified in Hurd's Care and Maintenance Guide;
19. Painting or staining of vinyl parts or weather-strip;
20. Variance in color, grain or texture of wood, and normal wear or discoloration of interior or exterior finishes;
21. Discoloration or weathering of hardware finishes;
22. Loss of functionality of hardware (except for seacoast hardware) in highly corrosive environments, including but not limited to locations within two miles of salt water and any home located in the state of Hawaii;
23. Cracked or broken glass or damage to product resulting from any accident, abuse, misuse, on-site construction, alteration of any product, shattering due to heat build-up, or any cause beyond the control of Hurd;
24. Damage caused by power washing, brick washing, acidic washing, or application or exposure to any chemicals, chemical fumes, or harsh or corrosive substance or environments (including, but not limited to, salt spray, airborne pollutants, mortar, mortar cleaner or alkali hydroxides);
25. Stress or strain due to building movement or settlement;
26. Screens (NOTE: Screens are intended solely as protection from insects and are not intended to provide safety protection or to prevent falling through an open window.)
27. Any air or water infiltration/damage on non-factory mulled or non-Hurd setup units;
28. Any non-Hurd product or component unless specifically identified herein;
29. Damage that occurs during delivery by someone other than Hurd;
30. Damage as a result of normal wear and tear;

31. Natural causes and/or natural disasters, including tornadoes, hurricanes, typhoons or hurricane or typhoon conditions;
32. Acts of God, war or civil unrest.

C. Your Hurd product may contain inert gas, intended to improve the thermal performance of the product. However, the best manufacturing techniques cannot guarantee that the initial fill rate of inert gas will be maintained during the product's lifetime and Hurd makes no such guarantee. If the product is fitted with a capillary tube system, it must be treated as if it is entirely air filled. Hurd does not guarantee the presence of inert gas or any thermal performance related to inert gas.

D. This warranty is effective as of June 15, 2011. This warranty gives you specific legal rights and you may also have other rights that may vary by state or country.

### III. WARRANTY RESOLUTION.

In the event the product fails to conform to the express warranties described above during the warranted period, First Purchaser's sole and exclusive remedy is that Hurd will, at Hurd's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof. Current design may be substituted for the original. If the remedy selected is provision of replacement product, part or parts for any defective products or parts thereof, Hurd will pay for the freight to deliver the replacement materials to the place where the defective products or parts thereof were first delivered from Hurd's factory. Any freight or delivery charges beyond that destination will be Purchaser's responsibility. In no event shall Hurd be responsible to pay for any handling labor, removal, disassembly, assembly, refinishing, or installation costs. Provision of replacement parts does not extend the warranted time period for any product. Hurd may, at its sole option, charge the product owner a fee for performing an on-sight inspection if Hurd believes warranty coverage is not clear. Hurd will refund any such on-sight inspection charge if the subsequent inspection by Hurd reveals a defect that is covered by this limited warranty.

#### **Notice Required Within Ninety (90) Days of Discovery of Problem.**

Hurd may disallow any claims otherwise covered by the Hurd® Light Commercial Product Limited Warranty if Hurd does not receive notice from the First Purchaser within the warranty period and within ninety (90) days of the date the product problem first became known, or should have been known, to the First Purchaser. The notice of claim must contain the following information:

1. The First Purchaser's name, address, and telephone number.
2. A description of the Light Commercial Product.
3. Proof of original purchase of the Light Commercial Product.
4. The name of the Hurd dealer from whom the product was purchased.
5. A description of the defect and the date of first discovery of the claimed defect.

### IV. NO INCIDENTAL OR CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL HURD BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES. IN NO EVENT SHALL THE AMOUNT DUE HEREUNDER BE IN EXCESS OF THE DEFECTIVE UNIT'S PURCHASE PRICE, WHETHER THE CLAIM IS FOR BREACH OF WARRANTY OR NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATIONS OF INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSSES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

### V. NO IMPLIED WARRANTIES.

TO THE MAXIMUM EXTENT ALLOWED BY THE LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER IMPLIED WARRANTIES OF ANY KIND (EXCEPT THE IMPLIED WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY HURD. THE DURATION AND TERMS OF ANY IMPLIED WARRANTY THAT IS NOT EFFECTIVELY DISCLAIMED BY THIS PARAGRAPH SHALL BE THE SAME AS THE DURATION AND TERMS OF HURD'S EXPRESS WARRANTIES DISCUSSED ABOVE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### VI. CHOICE OF LAW.

This Limited Warranty shall be governed by, construed and enforced according to the laws of the State of Wisconsin, including Article 2 of the UCC as enacted by Wisconsin, and such additional laws of the United States of America, as may be applicable, notwithstanding any conflicts of law or choice of law principle to the contrary.

### VII. NO AMENDMENT EXCEPT IN WRITING.

All Hurd Light Commercial Product is sold subject to the foregoing Hurd® Light Commercial Product Limited Warranty, which may be modified only by a written agreement signed by a duly authorized officer of Hurd.

#### ***NO ONE IS AUTHORIZED TO EXPAND OR CHANGE THESE WRITTEN WARRANTIES***

If you wish to make a warranty claim, contact the Hurd distributor in your area or call or write:

**HWD ACQUISITION, INC. D/B/A HURD WINDOWS & DOORS  
575 SOUTH WHELEN AVENUE \* MEDFORD, WI 54451  
715-748-2011**

# *Wood. Glass. Pride.*



Project architect JRA Architects, Louisville, Kentucky.  
Photo courtesy of Moberly Photography.

*Thank you for purchasing Hurd products.  
They're made of the finest materials, engineered  
with the newest technology, and built with a great  
deal of pride by our Hurd family.*

*We hope you enjoy your new windows and patio  
doors for many, many years to come.*

***Hurd***  
*Windows and Doors*

*HWD Acquisition, Inc., 575 South Whelen Avenue, Medford, WI 54451*

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