Thank You for Choosing Us!

You Deserve Nothing Less Than Sierra Pacific

You probably already know about the superb quality and distinctive designs of Sierra Pacific Windows and Patio Doors. We have all the styles, features and innovation you could ask for. With a complete array of design options, our products will enhance any décor, and make any home brighter, more inviting, and more comfortable.

For many years, Sierra Pacific was the hottest brand in the West. Now, we’re one of the biggest and best window companies in the world. We have more than 600 dealers, distributors and company stores nationwide, and sales in 30 countries around the world.

But our most important customer is you.
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Limited Warranty

herein, SPW warrants that each Vinyl Product, including its hardware, weatherstrip and caulking, and to perform regular, normal or routine maintenance, including treatment with a silicone treatment, shall be free from defects in workmanship or materials which unreasonably affect such Vinyl Product’s normal functioning for a period of ten (10) years from the original date of purchase.

SPW reserves the right to repair or replace any Vinyl Product which, at SPW’s sole discretion, affects the performance, function or appearance of such Vinyl Product to the extent that SPW determines the Vinyl Product is not an effective or proper installation. SPW will not be responsible for any repair or replacement work performed by any person other than an authorized SPW dealer. SPW is not responsible for, and provides no warranty with respect to, any component, accessory or associated products (“Vinyl Products”), or otherwise relating to SPW, shall be void and the provisions of this Limited Warranty shall govern the application of the terms of this Limited Warranty.

III. WARRANTY RESOLUTION; EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY

A. SPW will provide the labor to repair or replace such Vinyl Product provided that the repair or replacement is required due to a defect in materials or workmanship, and such repairs or replacements shall be provided without charge. SPW shall not be responsible for any costs, fees, or other expenses incurred by the Customer in connection with the repair or replacement of a Vinyl Product.

B. Customer shall deliver the original warranty registration card or proof of purchase to the Customer’s authorized dealer, along with the defective Vinyl Product, in order for SPW to provide the labor to repair or replace such Vinyl Product.

C. Customer shall be responsible for all transportation and labor costs incurred in connection with the repair or replacement of a Vinyl Product.

D. SPW reserves the right to repair or replace any Vinyl Product which, at SPW’s sole discretion, affects the performance, function or appearance of such Vinyl Product to the extent that SPW determines the Vinyl Product is not an effective or proper installation. SPW will not be responsible for any repair or replacement work performed by any person other than an authorized SPW dealer. SPW is not responsible for, and provides no warranty with respect to, any component, accessory or associated products (“Vinyl Products”), or otherwise relating to SPW, shall be void and the provisions of this Limited Warranty shall govern the application of the terms of this Limited Warranty.

IV. FURTHER LIMITATIONS ON LIABILITY

A. Customer agrees to comply with any terms or conditions set forth in the Limited Warranty.

B. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

C. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

D. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

E. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

F. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

G. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

H. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

I. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

J. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

K. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

L. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

M. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

N. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

O. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

P. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

Q. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

R. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

S. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

T. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

U. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

V. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

W. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

X. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

Y. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

Z. Customer agrees to NOT alter, modify, disable or interfere with any Security Features.

**Note:** The above text is a sample of what a document might look like after OCR processing. The actual content may vary. Please review the document to ensure accuracy and completeness. If you have any questions or need further assistance, feel free to ask!
Limited Warranty

SIERRA PACIFIC WINDOWS LIMITED WARRANTY FOR VINYL PRODUCTS

1. MERCHANTABILITY AND FITNESS OF LITEAR. All claims for warranty (1) glass or (2) mainframe or (3) performance due to installation, all claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

2. GROUNDS FOR THE CLAIM. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

3. LIMITATION OF LIABILITY. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

4. WAIVER OF CONSEQUENTIAL DAMAGES. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

5. DISPUTE RESOLUTION AGREEMENT. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

6. ARBITRATION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

7. ATTORNEY FEES. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

8. WAIVER OF JURISDICTION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

9. SEVERABILITY. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

10. AMENDMENTS. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

11. CONFIDENTIALITY. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

12. NOTICES. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

13. GOVERNING LAW. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

14. ENTIRE AGREEMENT. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

15. WAIVER OF STATUTORY REMEDIES. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

16. WAIVER OF FAVOR. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

17. SUBMITTAL OF CLAIMS. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

18. ENFORCEMENT. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

19. INJUNCTION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

20. UNCONSCIONABILITY. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

21. REMEDIES OF OWNER. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

22. SUBSTITUTION OF LAWS. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

23. WAIVER OF RIGHT TO TRIAL. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

24. WAIVER OF JURY TRIAL. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

25. CASES NOT COVERED. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

26. COMMISSION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

27. ATTORNEYS' FEES. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

28. INSURANCE. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

29. CANCELLATION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

30. SUBMISSION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

31. IRREVOCABILITY. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

32. WAIVER. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

33. SEVERABILITY. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

34. COMPLIANCE. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

35. WAIVER OF STATUTORY REMEDIES. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.

36. CONCLUSION. All claims for warranty are subject to and will be governed by the Dispute Resolution Agreement attached hereto, and any claim or claims with respect to the Product(s) or to the Dispute Resolution Agreement shall be prosecuted in accordance with the Dispute Resolution Agreement attached hereto.
LIMITED WARRANTY

I. LIMITED WARRANTY FOR VINYL PRODUCTS

conditions set forth herein solely for Vinyl Products as described herein.

E. Herein, SPW warrants that each Vinyl Product, including its hardware, weatherstrip

Limited Warranty: Glass Stress Cracks. Except as otherwise expressly provided herein,

Vinyl Products, shall be free from defects in workmanship for a period of five (5) years

provided herein, SPW warrants that Vinyl Products with custom or special glazings and/or other

workmanship or materials for a period of ten (10) years from the date of manufacture of

such Vinyl Product.

General Eligibility of Vinyl Products. Subject to the other terms and conditions set forth

under Section H, below.

2. Warranty Period. Except as otherwise expressly provided herein, the warranty period for each

vinyl mainframe in its Vinyl Product will be free from defects in workmanship or materials for a period of twenty

years from the date of manufacture of such Vinyl Product.

3. Warranty Exclusions. SPW is not responsible for, and hereby disclaims any and all liabilities to, and

disclaim any and all warranties, express or implied, relating to, the Vinyl Products, including, but not limited to

conditions including, but not limited to, seacoast or other corrosive environments, damage occurring or arising

from any reason other than a manufacturing defect by SPW, local building codes, compliance with or non-compliance

with local building codes or SPW’s written recommendations, or conditions within the Vinyl Product or Components

consequent to any manifestation of such conditions, such as fogging, discoloration, or failure of the air seal due

solely to defects in workmanship or materials.

4. Warranty Disclaimers. SPW disclaims any and all liabilities with respect thereto.

B. Warranty. SPW provides no warranty and hereby disclaims any and all liabilities with respect to

any and all other warranties, express or implied, including any warranty relating to fitness for a particular purpose

or any related or associated products (“Vinyl Products”), or otherwise relating to SPW, shall be

settled by the parties through binding arbitration in accordance with the rules and procedures of the

American Arbitration Association, or any successor organization. SPW and the parties agree to be

bound by the decision of the arbitrator, which is final and binding on all parties.

C. Damage Occurring or Arising from Any Reason Other Than a Manufacturing Defect by

SPW. Damage occurring or arising from any reason other than a manufacturing defect by

SPW, including but not limited to non-infringement.

D. General Eligibility of Vinyl Products. Subject to the other terms and conditions set forth

herein, SPW warrants that any Vinyl Product installed at an altitude higher than recommended by SPW,

including cellular structure failures for any Components with prolonged or excessive

constant water contact, such as a shower or in the path of sprinkler water; and

failure to install SPW products in accordance with SPW’s written recommendations.

E. Warranty Exclusions. See Section 1 for general warranty exclusions.

2. Warranty Period. Except as otherwise expressly provided herein, the warranty period for each

vinyl mainframe in its Light Commercial

Products, as well as the design and installation of flashing and sealing systems, are the

responsibility of the buyer and other contractors and SPW disclaims any and all liability thereto.

F. Disclaimers. SPW disclaims any and all liabilities with respect thereto.

G. Mediation. The parties agree that in the event of any dispute arising under or relating to

the Vinyl Products or Components, or any term herein;

liability, or fraud; or

Section 895 et seq. (generally referred to as “the Right to Repair Act” or “SB 800”); or

The parties agree that they will participate in mediation prior to any arbitration proceedings. Either party may commence mediation

involving the Vinyl Product or Components for any defective Vinyl Product or Component, or refund the

amount or percentage of argon remaining in the insulated glass unit or any thermal

performance of the Vinyl Product.

Damage occurring or arising from any reason other than a manufacturing defect by

SPW, including but not limited to non-infringement.

General Eligibility of Vinyl Products. Subject to the other terms and conditions set forth

under Section H, below.

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