

Creative Engineering Solutions

LIMITED WARRANTY For PANORAMIC DOORS

This limited warranty is effective for products manufactured by Creative Engineering Solutions and is not transferable.

Warranty Coverage

Subject to the conditions, limitations and exclusions of this limited warranty, we warrant the glass and components below will be free from defects in materials which would render this product unserviceable or unfit for use from the date of shipment for the following periods of time.

Glass – Ten years: We warrant insulated glass against failure of the seals and each unit will be free from material obstruction of vision as a result of fogging on the internal surfaces. We warrant laminated glass against delamination resulting in obstructed vision through the laminated glass.

Components – Wood or powder coated panel and frame components we warrant for five years.

Warranty Conditions, Exclusions and Limitations

This warranty is limited to defects in materials and workmanship and excludes damage caused by or arising from:

- Minor glass imperfections which do not impair structural integrity or obscure normal vision, including slight bubbles, lines, surface imperfections or discolorations, any imperfections in the glass not detected from within ten feet whilst looking through the glass as per the guidelines established by federal standard ASTM 1036-01; cracked or broken glass or damage resulting from accident including impact or wind pressure, misuse or abuse; glass with films or coatings applied; and failure of insulated glass seal due to contact of finishing product.
- Structural integrity issues, including improper sizing of header and movement or sagging of framing or the header and flaws in building design and construction; improper installations not in conformance with our installation instructions; alignment of meeting panels; slight expansion or contraction due to varying environmental conditions; and panel movement (shrinkage) of ¼ inch or less due to temperature and humidity.
- Water/water intrusion or air infiltration; design of an appropriate flashing system; failure to provide an adequate overhang and to prevent the effects of sheeting water from above; doors with ADA compliant, guide channel and product installed in high moisture environments or in structures that fail to allow for the proper management of drainage.
- Accident, misuse, abuse, failure to follow the care and maintenance instructions and increased frequency of maintenance required in a corrosive environment or the seacoast in order to prevent damage from salt water; finish failures or corrosion of aluminum or damage to other components caused by chemicals or environment conditions including but not limited to air pollutants, acid rain, brickwash, muriatic acid, direct contact with concrete and salt spray. Field modification of product, impact or wind pressure; exposure to conditions beyond published performance data; or as a result of any cause beyond our control (fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Delay of more than seven days in finishing product to weather, improper finishing of all surfaces of door panels and frame; normal wear and tear, natural weathering of surfaces or variations in the color or texture of the wood, aluminium or finish, including compared to samples; the appearance of field finished wood; plated finishes; surface checks that are less than 3/16" in width and/or 1 1/2" in length; and damage caused by extreme temperature.
- Special product, items manufactured according to customer supplied specifications or no hardware; products purchased through us that are manufactured by a third party (screen, custom hardware).

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We are not responsible for the following;

- * Labor costs and installation
- Removal, repainting, refinishing or any activities to do with the replacement product or component.
- Service and costs incurred for shipping, handling, transferring, insurance and transportation.
- Damage incidental or consequential of any kind other than as mandated by applicable state law.

This warranty is not a promise of future performance. Your exclusive remedy shall be repair, replacement or refund as stated in this warranty.

If we determine that a defect exists that is covered by this limited warranty we will elect to:

- Repair the product or components
- Ship replacement product or components to the distributor or the person making the warranty claim in the same condition as the product was originally sold, subject to our right to substitute a similar product when the product originally sold has been discontinued or modified.
- Provide replacement glass.

Creative Engineering Solutions, may choose to repair the product as an option to full replacement in full satisfaction of its warranty obligation. If we are unable to provide replacement and repair is not practical or cannot be made timely, then we may elect to refund the purchase price paid directly to us if the warranty applies.

It is the purchaser's sole responsibility for determining whether a product purchased from us is suitable for an end user's needs or application,

All visible defects must be reported before installation and finishing.

Claims under this warranty must be made within the specified warranty period and within 60 days of the appearance of a defect

If the claimed defect is warp in the door or frame components, we may defer repairing or replacing the door panel or frame components for a period of up to twelve months from the date of the claim. It is not uncommon for temporary warp condition to occur as the door panel adjusts to local humidity and temperature conditions.

Failure by the purchaser to follow installation and maintenance instruction that we have provided in this warranty shall void any and all express warranties.

This warranty shall be interpreted, construed and applied under the laws of the State of California.

All disputes under this warranty shall first be decided by mutually agreeable mediator, with each side to bear its own costs.

This limited warranty sets forth our maximum liability for our product.

No one is authorized to modify or expand this express limited warranty.

The limit of our liability is the product purchase price from Creative Engineering Solutions.

We are not liable for, indirect, consequential, incidental, or damages of any kind and all such claims are waived to the extent permitted by applicable law.

All Creative Engineering Solutions product is sold 'as is' and as such Creative Engineering Solutions disclaims any and all implied warranties.

The entire risk as to the quality and performance of the goods is with the buyer.

In the event State or Provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, the warranty stated herein.

Installation and Maintenance Requirements

Our products must be stored, installed, maintained, repaired and used in accordance with acceptable good trade practice and our supplied instructions in order to prevent damage and maintain your warranty.

Installation and Finishing

Creative Engineering Solutions Doors are a speciality product that you cannot assume to be a standard installation of a typical door.

We are not liable for any defects or problems related to installation of our product.

It is important that the system is properly adjusted for smooth operation as per instructions in our installation manual

It is not our responsibility to recommend a flashing system appropriate for each job condition.

We offer products that are designed to be weather resistant in exterior applications when installed and adjusted properly.

Wood items are supplied unfinished.

The product should be protected from moisture and excessive dryness and wood items must be finished within 7 days after jobsite delivery.

Wood surfaces should be totally free of dust, dirt, grease, or any surface contamination.

Ensure that all surfaces, interior and exterior, top and bottom, are thoroughly painted, varnished or sealed by acceptable industry standards

Do not paint or stain weather-strip, hardware, aluminum surfaces or glass and prevent finish materials from leaking behind the glazing bead.

The solvents used in wood finishing may be incompatible with insulated glass unit sealants.

C.E.S. is not liable for any damage caused by stucco or concrete left on the frame, doors or glass.

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Recommended Maintenance Procedures

Normal and regular maintenance is required to maintain the appearance and extend the finish life and maintain proper operation

Wood Components

All wood components parts and finishes must be inspected quarterly for damage resulting from exposure to the elements and repaired immediately

Aluminum Coatings

Exposed surfaces should be cleaned with mild detergent soap and water, any chips or scratches must be repaired immediately and not left exposed to the elements.

Tracks and Bearings

Remove surface contaminants by wiping visible track surfaces with a damp soft cloth and a mild detergent, then wipe dry with a clean cloth.

Always keep the bottom track free from debris.

Frequency

The procedures above need to be carried out as often as necessary to prevent deterioration in the installed environment. However, we recommend the following minimum maintenance frequency:

- General environments – every 6 months
- Marine, industrial or corrosive environments – every 3 months.

Procedure for warranty claims

Please inspect your order immediately upon receipt. If you have a problem, contact the distributor or dealer from whom you purchased our product, or contact us directly within 7 days.

Mail: Creative Engineering Solutions (Attn Claims Dept.)
3265 Production Avenue
Oceanside, California 92056

Phone: 1 760 722 7252

Fax: 1 760 722 7425

We can best respond if you provide the following information:

- Creative Engineering Solutions order number
- Date and location of purchase
- Your contact information
- Address of where the product can be inspected
- Description of the problem and the product