

Palmail Louver Window Warranty

Breezway North America, Inc. ("Breezway") guarantees to the original commercial purchaser ("Purchaser") of Breezway Palmail Louver Windows ("product") that Breezway will, at Breezway's option, either repair or replace the product that is found to be defective in workmanship or materials during the seven (7)-year warranty period ("Warranty Period") which starts from the date of purchase of the product ("Start Date") and expires seven (7) years after the Start Date, subject to the conditions and exclusions contained in this warranty. The following conditions and exclusions apply.

- a) The product has been maintained according to industry and Breezway Louver Windows recommendations. Please see the Breezway Care and Maintenance instructions at Breezway's Palmail website at www.palmaillouvres.com
- b) This warranty does not cover damage or defects in the product relating to misuse, physical abuse, neglect, broken glass, alterations (including, but not limited to, customer-applied finishes), minor imperfections in glass that do not affect the products structural integrity or significantly obscure vision, normal wear and tear (including, but not limited to, discoloration), acts of nature (including, but not limited to, fire, hurricane, flooding), condensation (moisture or ice forming on the surface of the glass or frame) or damage as a result of condensation (except where such condensation or damage is caused by failure of the product), improper storage, improper handling, improper installation or failure to properly care for and maintain the product.
- c) Manufacturing standards and tolerances are not deemed defects, nor are industry variations in color of aluminium, plastic and wood componentry.
- d) Moving parts, which wear out as part of normal use, are guaranteed for three (3) years starting from the Start Date. All electrical components are guaranteed for a period of one (1) year starting from the Start Date. Screen products are warranted for one (1) year starting from the Start Date.
- e) This warranty is limited to the repair or replacement of the faulty product at the company's discretion, but does not extend to the installation or refinishing of a replacement product. Breezway reserves the right to modify or discontinue any product. For the repair or replacement of a modified or discontinued product, Breezway will have the right to substitute the current product and components of equal quality and as similar in appearance as possible. Breezway will not be obligated to replace a discontinued product and component for which no similar alternatives are available. If Breezway determines that repair or replacement is not commercially practical or cannot be timely made, then Breezway will refund the purchase price.
- f) Only repairs carried out by Breezway personnel or authorised agents are covered by this warranty.
- g) Claims under this warranty should be made within one month of the defect arising in the product. Copies of documentation showing the purchase date of the product and this warranty should be included with your written claim and forwarded to your builder or window dealer. Please sign, date and keep this warranty in your files.
- h) There is no liability for defects or damage caused by the effects of air pollution, mildew, exposure to harmful chemicals or normal weathering caused by exposure to the elements. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk or accumulate dirt or stains. The severity of any conditions depends on the cleanliness of the air in the area and many other local influences over which Breezway has no control. Breezway shall have sole discretion to determine whether the product has experienced normal weathering.

DISCLAIMER OF WARRANTY: The foregoing remedies are the exclusive remedies for breach of warranty. Except for the express warranty contained herein, Breezway extends no other warranties, whether express, implied or statutory, and Breezway expressly disclaims the implied warranty of merchantability and fitness for a particular purpose.

LIMITATION OF REMEDIES: In no event will Breezway be liable for incidental, indirect, special or consequential damages, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, but are not limited to, lost profits, loss of use, claims of third parties and property damage. This warranty shall be governed by, and construed in accordance with, the laws of the State of Hawaii.