



1330 Foster Ave., STE 500, Nashville, TN 37210

Phone: 615-473-53

### ***Limited Lifetime Warranty***

Series 64 & Series 75

#### **Limited Lifetime Warranty on Vinyl Frame and Sash Members**

The vinyl extrusions and vinyl components used in our windows are warranted to be free from defects that might result in blistering, peeling, flaking, corroding and fading of the window for as long as you own your home. This Warranty on the vinyl frame and vinyl sash shall remain in effect only if normal cleaning practices are followed periodically – see section “Maintenance & Cleaning”. This Warranty shall be null and void if harmful solvents are used to clean the vinyl frame and/or sash members, or if frame and/or sash members are painted or coated in any way. Warranty on vinyl is fully transferable.

#### **Limited Lifetime Warranty on Insulating Glass**

Tivoli Windows and Doors LLC warrants that the insulating glass units contained in the windows will not be an obvious obstruction of vision which is the result of film formation or dust collection between the glass surfaces, for as long as you own your home. This Warranty is fully transferable and covers glass imperfections as described in site line specification sheet. Transferred Warranty will be extended to second owner for 3 years with a \$ 100.00 transfer fee. This will also cover stress cracks for up to 1 year after purchase.

#### **Limited Lifetime Warranty on Hardware**

Tivoli Windows and Doors LLC warrants that the hardware shall remain in good operating condition, for as long as you own your home. Warranty on hardware is also fully transferable for 3 years only.

- 1. Product Use.** This Warranty applies only in respect to products used strictly for the purpose for which they were intended.
- 2. Warranty Limitations.** Tivoli Windows and Doors LLC liability is limited solely and exclusively to repair or replacement, at the discretion of Tivoli Windows and Doors. This includes a 6 month full labor and parts warranty, then the continuation of parts described in the previous sections. Under no circumstances will Tivoli Windows and Doors LLC be liable for incidental or consequential charges such as, but not limited to, labor cost for any purpose, inconvenience, damage or injury to persons or to property or any other expense. This is a residential warranty only and does not cover installation, labor, packaging and freight.
- 3. Replacement Parts or Repairs.** Tivoli Windows and Doors LLC reserves the right to discontinue or change any of its products or the parts utilized in any of its products at its sole discretion. If any window product or component originally installed in the building is not available at the time of any claim by you under this Warranty, Tivoli Windows and Doors LLC reserves the right to substitute any other model or

component as a replacement. During warranty period replacement parts will be supplied at no charge to dealer upon return of defective part.

### **Exclusions from Warranty Coverage**

The following are excluded from coverage under this Warranty:

**A.** Exposure to sunlight, air pollutants and normal atmosphere conditions may cause all vinyl surfaces to gradually fade, chalk or suffer an accumulation of dirt or stains. These are normal occurrences and are not recovered under Tivoli Windows and Doors LLC warranty. **B.** Any Defect, malfunction or failure to perform, which has occurred because of unreasonable use, improper application or failure to perform reasonable or necessary maintenance. **C.** Any damage to the windows or components of the windows caused by settlement or structural defects of the building in which they are installed or damage caused by improper handling or installing. **D.** Any damage caused by wind, hail, lightning or other acts of nature, intentional acts, accidents, negligence or exposure to harmful chemical or pollutants. **E.** Broken glass or torn screening from any cause whatsoever. **F.** Any window, which has been repaired or attempted to have been repaired or modified by any person other than an authorized representative of Tivoli Windows and Doors LLC. **G.** Condensation on windows which may occur as the natural result of humidity within the house or building area and changes in outside/inside temperatures, does not indicate a manufacturing defect and would not be included in this Warranty. **H.** Window or property damage as a result of improper installation. There are several different methods for window installation in practice in each state, i.e.: AAMA, ASTM, Local Building Codes, etc. There can be different local and state codes that apply in each location.

It is important to check your local and state requirements prior to installation. Tivoli Windows and Doors LLC does not oversee any job site installation inspections nor do we install any windows. Tivoli Windows and Doors LLC is not responsible or cannot be held liable for any or all installation practices or any damage to the window or property during or after as a result of improper installation.

### **Argon Gas**

For products manufactured by Tivoli Windows and Doors LLC that contain argon gas, Tivoli Windows and Doors LLC injects argon gas during the production of the unit. Our process is verified by certification and maintained by advanced quality control measures. It is known that argon within the insulating units dissipates over time. The manner of use, conditions of installation and handling will affect the rate of dissipation of argon. The migration of argon is a natural process that occurs over time and is not a defect. Tivoli Windows and Doors LLC makes no warranty or claim regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacturing.

### **Lifetime Limited Warranty and Commercial Property Restrictions**

The lifetime coverage offered by this Warranty is designed to cover individual homeowners only. In case of vinyl windows purchased by or installed upon property owned by corporation, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, co-operative corporate housing arrangements, apartment buildings, commercial construction or any other type of building or premise not used by individual homeowners as their residences, the Warranty period shall be as stated below following the date of installation of the vinyl windows. Frame = 20 years and Glass = 10 years

### **Continuation of Lifetime Warranty after Repair or Replacement of Product**

In the event of repair or replacement pursuant to the terms of this Warranty, the original Warranty shall apply to the repair or replacement product and will extend for the balance of the Warranty period in effect at the time the product was proved defective.

**Maintenance & Cleaning**

The surfaces of Tivoli Windows and Doors LLC products will over time collect a layer of surface dust. Normal dusting with a damp cloth will remove this accumulation of surface dust. If you wish to do a more thorough cleaning of the windows, the following procedures should be followed. Vinyl – A mild solution of household cleaning products, such as liquid dish–washing detergent may be used to clean windows. Do not use harsh abrasives on vinyl. Sill, tracks and weeps should be cleaned annually.

**Cancellation of Warranty**

This and all warranties are null and void in the event that the original purchaser from Piva Group North America did not pay in full for the products supplied. Verification of the purchase is required for any warranty to be applicable.

**Procedures and Conditions of Warranty Remedy**

In the event that Tivoli Windows and Doors LLC's obligation under this Limited Warranty is sought, the Owner must notify the Dealer/Distributor within thirty (30) days after the defect has first appeared. For this Warranty to be valid it must be filled out and returned within thirty (30) days after closing.

Such notification must contain the following:

A-Name and address of the Owner. B-Date of installation. C-Description of the defect.

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Closing Date: \_\_\_\_\_

\_\_\_\_\_

Order Number : \_\_\_\_\_

Distributor / Vendor: \_\_\_\_\_

Home Builder: \_\_\_\_\_

Warranty Label Location

The Tivoli warranty label is located in the following places, dependent upon the unit type. On a single hung the label will be located on the side of the moving sash. On venting casement, Awning, and single hung slider units the label is located on the top of the moving sash. On all fixed units the label is located on the underside of the unit head. On patio doors the label is located on the underside of the unit head in the slide chamber of the moving panel.