

LIMITED WARRANTY CERTIFICATE



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LW-XXXXXX [Consecutive N°]

SPECIFICATIONS OF THE PROJECT:

NAME: [Project Name]
LOCATION: [Project Location]
CUSTOMER: [Client name]

This warranty is valid from the substantial completion of the project.

Your Remedy

C.I. ENERGIA SOLAR S.A.S.' sole responsibility under this warranty is limited to repairing or replacing, free of charge, any part or part of windows and doors provided by us that do not comply with the terms of this warranty. The original warranty period shall not be extended by such repair or replacement. In the event we find a product to be defective, C.I. ENERGIA SOLAR S.A.S. will ship unit, parts and/or pieces to customer. C.I. ENERGIA SOLAR S.A.S. will not perform any labor for any repair or warranty work and any associated labor and equipment required to remove and/or replace materials to be corrected or replaced as deemed by C.I. ENERGIA SOLAR S.A.S., is not included. Instead of replacement, and at its sole discretion, C.I. ENERGIA SOLAR S.A.S. reserves the right to refund the purchase price paid to C.I. ENERGIA SOLAR S.A.S.

Strength of Warranty

This warranty is exclusive to C.I. ENERGIA SOLAR S.A.S. and non-pro-rated for its entire term except, as otherwise noted herein. In residential and non-residential occupancies, this warranty may be extended directly to the owner and passed on to subsequent owners through its length. C.I. ENERGIA SOLAR S.A.S. liability under this warranty shall be limited to the repair or replacement of nonconforming good or parts, at C.I. ENERGIA SOLAR S.A.S. option. C.I. ENERGIA SOLAR S.A.S. shall not be responsible for any incidental or consequential damages that may arise out of a claim for breach of this warranty.

Complementary Provisions

Warranty Period(s): Material and Workmanship Window One (1) year;
Aluminum Duranar: Fifteen (15) years / Durastar Five (5) years / Duracron (Int): Ten (10) Years; Glass Five (5) years

This warranty applies for:

Windows Systems:

[According formal quote]

Aluminum Finish:

[According formal quote]

Glass Type:

[According formal quote]

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Exceptions, Limitations, Exclusions, Qualifications

1. This warranty covers only products and components supplied by C.I. ENERGIA SOLAR S.A.S. that have not been changed or modified outside our facilities. This warranty applies only if C.I. ENERGIA SOLAR S.A.S. is notified in writing within ninety (90) days after: a) discovery of defect (s), or b) the time at which defect (s) should have been discovered through reasonable diligence.
2. C.I. ENERGIA SOLAR S.A.S. shall not be liable for material damage in handling or installation; or not installed in accordance with the C.I. ENERGIA SOLAR S.A.S. Installation Manual Guidelines. C.I. ENERGIA SOLAR S.A.S. limited warranty extends to C.I. ENERGIA SOLAR S.A.S. manufactured product only. Perimeter conditions, caulking, sealants, etc. are explicitly excluded from C.I. ENERGIA SOLAR S.A.S. limited warranty. The C.I. ENERGIA SOLAR S.A.S. limited warranty is based upon the system itself, it does not warrant the installation of the system.
3. This warranty does not apply to, and C.I. ENERGIA SOLAR S.A.S. expressly assumes no responsibility for circumstances outside of control by C.I. ENERGIA SOLAR S.A.S., including but not limited to: glass breakage, product failure due to improper usage, handling or storage, incompatibility between materials, improper building construction, excessive building movements, failure to provide routine, documented and reasonable maintenance and inspection, scratches or abrasions to the product, abnormal environment conditions, damage caused by water entry from sources outside C.I. ENERGIA SOLAR S.A.S. materials, fire or other casualty, physical damage, field fabrication, finishing or formed damages caused by any chemicals used on or around the product, government restrictions, acts of aggression, or acts of God. C.I. ENERGIA SOLAR S.A.S. excludes any implied warranties of merchantability and fitness for particular purpose. C.I. ENERGIA SOLAR S.A.S. will not be responsible for incidental or consequential damages.
4. This warranty does not cover damage to the product, property, or person, when they are caused by mold, fungus or any other toxin, not attributable to a product defect provided by C.I. ENERGIA SOLAR S.A.S.
5. C.I. ENERGIA SOLAR S.A.S. will not be held liable for: any work performed or material supplied by others, architectural fees, consulting fees, back charges or remedial labor costs, without written pre-authorization by C.I. ENERGIA SOLAR S.A.S.
6. Corrosion of any product or component caused by exposure to salty atmospheres, acid rain, alkaline, or other extreme condition (s) is not covered. Repair of thermal barrier dry shrinkage resulting in leakage will be limited to the repairs described in the AAMA Technical Bulletin 91-1.
7. **Finish:** This warranty is pass through from PPG's warranty, covers factory applied finishes or exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color per applicable AAMA Specifications 2603, 2604, 2605 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the project site are used. C.I. ENERGIA SOLAR S.A.S. reserves the right to re-finish defective components in the field, using air-dry products. Corrosion, deterioration, or wear of aluminum cladding in polycron, duracron and powder finishes at exterior aluminum members installed within one (1) mile or less from any coastal or high salt concentration environments are not warranted. Aluminum finishes carry a limited warranty noted herein depending on exposure from corrosive atmospheres:
 - Anodized at exterior and interior aluminum members: 3 Years
 - Polycron, Duracron and Powder finish at exterior aluminum members: 3 Years
 - Polycron, Duracron and Powder finish at interior aluminum members: 10 Years
 - Durastar: 5 Years
 - Duranar: 15 Years

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8. **Glass:** This warranty is pass through from Tecnoglass's warranty and covers glass purchased and factory glazed by C.I. ENERGIA SOLAR S.A.S., under the following specifications:
 - Insulating glass is covered against defective materials or workmanship which could result in materials obstruction of vision caused by dust collection or film formation on internal glass surface due to failure of the insulated glass seal.
 - Laminated glass covered against de-lamination.
 - Spandrel glass coating is covered against peeling, cracking or coating deterioration. This warranty does not cover spandrel glass discoloration if coating is exposed to UV radiation.
 - Glass breakage is not covered by this warranty.
9. **Hardware:** This warranty is pass through from each one of our hardware suppliers and according to the system(s) used on the project.
10. **Protection Films:** Surface Protection Films used on the protection of windows exposed to weather, raw aluminum, anodized, electrocolor, painted steel and glass carry a limited eight (8) months warranty that begins to be effective from the date of shipment of the systems by C.I. ENERGIA SOLAR S.A.S. For optimal performance C.I. ENERGIA SOLAR S.A.S. recommends no to exceed this time frame. If exceeded, adherence may increase causing issues upon removal. Under no circumstances will ESWINDOWS be held responsible for incidental or consequential damages.
11. As a warranty requirement, all the windows & doors systems must be cleaned and washed with tap water at least once every four (4) months, three (3) times a year. There must be trackable evidence of these actions by supporting documentation (maintenance log) from a professional cleaning company. Cleaning and maintenance are not the responsibility of C.I. ENERGIA SOLAR S.A.S. and are not covered by this warranty.
12. This warranty does not apply to any additional products or components supplied by C.I. ENERGIA SOLAR S.A.S. that have been ordered after this warranty's effective date.
13. C.I. ENERGIA SOLAR S.A.S. WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The warranty of the repaired or replaced windows & doors or components will be limited to the remainder of the original warranty period. C.I. ENERGIA SOLAR S.A.S. reserves the right to reasonable field access to diagnose and repair any product alleged to be defective; and to substitute similar replacement components for those no longer available. For the purpose of this warranty, field activities are any that do not occur within the C.I. ENERGIA SOLAR S.A.S. factory.
14. The purchaser's exclusive remedy is limited to the legal remedies described in this warranty. C.I. ENERGIA SOLAR S.A.S. warranty will be void if full payment is not received within a commercially reasonable time frame. C.I. ENERGIA SOLAR S.A.S. MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE PRODUCT OR ITS SELECTION AND APPLICATION, INCLUDING BUT NOT LIMITED TO: COMPLIANCE WITH BUILDING CODES; SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No employee, representative, agent or distributor of C.I. ENERGIA SOLAR S.A.S., other than the President, is authorized to modify this limited warranty. IN NO EVENT WILL C.I. ENERGIA SOLAR S.A.S. AGGREGATE LIABILITY, UNDER THIS WARRANTY, EXCEED THE ORIGINAL PURCHASER'S PAYMENT TO C.I. ENERGIA SOLAR S.A.S. This warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or General Conditions of Contract Documents.
15. C.I. ENERGIA SOLAR S.A.S. reserves the right to deem the Warranty invalid if not accompanied by a bill of sale or documentation, which constitutes a legal agreement between the client and C.I. ENERGIA SOLAR S.A.S.

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16. Length of warranty is determined specifically for each project and is noted above.
(*) If the project is located in a sea coastline, sea salt will damage the aluminum panels; therefore, we recommend using DURANAR paint.

C.I. ENERGIA SOLAR S.A.S.

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<http://www.eswindows.com>

SAMPLE - NOT A VALID DOCUMENT

