

PANDA WINDOWS & DOORS LIMITED WARRANTY

Subject to the limitations and conditions contained herein, Panda provides the following limited product warranties.

EACH LIMITED WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. PANDA EXCLUDES AND WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Each Limited Warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of any Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.

Limited Warranty on Glass – Unless custom glass is requested, the insulated glass provided by Panda is warranted by the manufacturer to be free from a permanent material obstruction of vision as a result of fogging or film formation on the internal surfaces for ten (10) years from the date the Product was manufactured (“Fabrication”). Similarly, the laminated glass in Panda products is warranted by the manufacturer against delamination resulting in materially obstructed vision through the laminated glass for five (5) years from Fabrication.

Limited Warranty on Powder Coat, Kynar Paint, and Anodized Surface Finishes – Powder coat finish is warranted for a period of twenty (20) years from Fabrication against defects resulting in cracking, peeling and other loss of adhesion unless in coastal environment (within one (1) mile of a sea coast or salt water which will be warranted for a period of one (1) year). Kynar paint finish is warranted for a period of ten (10) years from Fabrication against defects resulting in cracking, peeling and other loss of adhesion unless in coastal environment (within one (1) mile of a sea coast or salt water which will be warranted for a period of one (1) year). Anodized surface finish is warranted for a period of ten (10) years from Fabrication unless in coastal environment (within one (1) mile of a sea coast or salt water which will be warranted for a period of one (1) year).

Limited Warranty on Steel – Steel products are warranted for a period of ten (10) years from Fabrication against rust, unless in coastal environment (within one (1) mile of a sea coast or salt water which will be warranted for a period of one (1) year).

Limited Warranty on Stainless Steel and Bronze – Stainless Steel and Bronze products are warranted for a period of ten (10) years from Fabrication against rust, regardless of whether located in a coastal environment.

Limited Warranty on Wood – Subject to the timely and proper finishing and maintenance described below, all Wood items are warranted for a period of one (1) year from Fabrication.

Limited Warranty on Hardware and Components – All hardware and components (other than brushes, gaskets and bumpers) are warranted against defects in materials and workmanship that substantially impair operation and function for a period of ten (10) years from Fabrication unless in coastal environment (within one (1) mile of a sea coast or salt water which will be warranted for a period of one (1) year). This includes, faulty gears, rollers, latches, guides, strikes, hinges, handles, and locking mechanisms. Brushes, gaskets, and bumpers have a two (2) year Warranty from Fabrication.

Limited Warranty on Motorized Systems – All motors on motorized systems are warranted for a period of one (1) year from Fabrication.

Limited Warranty on Screens – The mechanism of retractable screens is warranted for a period of one (1) year from Fabrication. There is no warranty on any screen material, frame or component part.

Limited Warranty on Exported Products – The maximum warranty period for any Panda product used outside of the United States (excluding the Caribbean Islands) is two (2) years from Fabrication.

Care and Maintenance – All products should be cleaned and maintained as recommended in the [Care & Maintenance Guide](#) and as frequently as necessary. Products in coastal and salt water environments have additional care instructions as provided in the [Care & Maintenance Guide](#). In the event of a warranty claim, user must be able to present evidence of a completed maintenance schedule in accordance with such recommendations.

Repair or Replacement – If a claim subject to any of the above limited warranties is made within the applicable limited warranty period, your exclusive remedy and Panda’s sole obligations, at its option is to either repair or replace any such products that are defective in materials or workmanship and will pay the costs of all parts for the product’s applicable limited warranty period, provided that Panda is not responsible or liable for: cost for labor, installation, removal or repainting, refinishing or similar activities connected with the replacement product or component; execution of service and costs incurred for shipping, handling, transferring, insuring and transporting; and incidental or consequential damages of any kind other than as mandated by applicable state law. This warranty is not a promise of future performance. Repaired or replaced product or components will be shipped to the distributor or person making the warranty claim in the same condition as the product originally sold, provided that Panda reserves the right to modify or discontinue any of its products and may substitute current products and components of equal quality and similar in appearance. Such replacement or repaired item is warranted for the remainder of the original limited warranty period.

Warranty Claim Procedure – To make a claim under any Limited Warranty, contact the Panda retailer/dealer who sold you your Panda product. Or, you may contact us at: Panda Windows and Doors 3415 Bellington Rd. North Las Vegas, NV 89030. You may also contact us on our website at <https://www.panda-windows.com> or reach us by phone at 702-643-5700.

WARRANTY CONDITIONS, EXCLUSIONS, AND LIMITATIONS

This Warranty does not cover damage or conditions caused in whole or part by:

- Improper selection, application, storage, handling, modification, installation, use, or waterproofing; Movement of surrounding substrates; Excessive building movement, vibration, building settlement; structural failure of walls or foundations, or slight expansion or contraction due to varying environmental conditions; Stresses resulting from localized heat which causes excessive temperature differences over glass surface edges; Failure to properly install product according to Panda’s recommendations; Failure to meet code or specification requirements; Harmful fumes, vapors or chemicals; Any tolerance greater than 1/16” on a bottom or top track for lift and slide systems; Any deflection of the structural header across the full width of the opening greater than 1/16” for a top-hung system (i.e. folding door or HSW systems).
- Any modification to the product without written consent of Panda. This includes but is not limited to coating the product (paint or otherwise) in any way and the application of “aftermarket” products such as window films.
- Water or water intrusion or air infiltration that is caused by any factor other than a manufacturing defect including but not limited to the following: failure to provide an appropriate flashing system; doors with ADA compliant, guide channel or zero-step sills, inswing, zero-post corner, and curved systems; installation in a structure that does not allow for proper drainage of moisture or in a high moisture environment; exposure to weather conditions beyond testing performed; removal of seals. Pivot door thresholds are not warranted against water or air penetration, regardless of threshold choice.
- Normal weathering, wear and tear; natural weathering of surfaces or variations in the color or texture of the wood and aluminum or finish, including compared to samples; the appearance of field finished wood; plated finishes; surface checks that are less than 1/8” in width and/or 2” in length; the appearance of finger jointed veneer; solid wood sills; and damage caused by extreme temperature.
- Improper finishing, including, but not limited to, not properly finishing all sides of wood products in a timely manner or before exposure to weather (and in no event more than seven (7) days after jobsite delivery), finishing exterior wood in dark colors, or not refinishing periodically; Failure to immediately repair any breaches such as scratches, chips or abrasions in any finish; Variations in wood grain, color, or pinhead knots; Failure to protect product from moisture and excessive dryness; Warp within the allowable warp tolerance for wood panels per ANSI/WDMA I.S. 6-A-01; Warpage on wood panels caused by leaving panels in the open position exposed to the elements or not engaging the locking points properly when in the closed position; Resin bleeding from wood panels.
- Imperfections in glass that do not affect the product’s structural integrity or obscure normal vision, including slight bubble lines or surface imperfections and cannot be detected from within 10 feet as per ASTM C 1036; Accidental or spontaneous glass breakage; Glass breakage due to thermal stresses; Industry accepted bow, warp or distortion in glass and minor variations in glass color; Glass not installed as per Panda’s instructions; cracked or broken glass or damage resulting from accident including from impact or wind pressure, misuse or abuse; glass with films or coatings applied; failure of insulated glass seal due to contact of finishing

product; failure resulting from installation in high moisture areas; failure to order capillary tubes or properly close them; and normal glass deflection.

- Panel shrinkage or expansion caused by change in weather, temperature or humidity; Expansion of aluminum units in dark colors caused by direct exposure to sunlight.

- Warp beyond one (1) year from date of shipment for any 3'3" wide by 8'0" high, or smaller door panel, which does not exceed 1/4" in the plane of the door panel itself and that adversely affect the normal functioning of the door system; door panels wider and/or taller are not guaranteed for warp; warp, bow or misalignment of frame components that can be straightened during typical installation or occurring beyond one (1) year from date of shipment.

- Failure to clean and maintain product in accordance with the [Care & Maintenance Guide](#); Improper cleaning with solvents, abrasives or aggressive chemicals or high pressure cleaning; Discoloration of finish; Failure to operate the product for more than one month; Failure to clean and maintain aluminum surfaces in accordance with AAMA 609 and 610 or not maintaining adequate cleaning records.

- Acts of God, high winds, flooding, vandalism, falling objects, fire, accidents, external forces, or other conditions beyond Panda's control.

- Accident, misuse, abuse, failure to follow 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 raid, brick wash, muriatic acid, direct contact with concrete and salt spray; field modification of product; impact or wind pressure; exposure to conditions beyond published performance data.

- The gradual dissipation of inert gas or the amount of inert gas remaining in the product at any time after manufacturing; Condensation, frost or mold caused by high interior relative humidity.

- Performance of product in conformance to any published Panda testing results in terms of air and water infiltration and structural loading. These results measure the performance of a single sample of the product of a certain size and configuration. Performance in the field may change overtime depending upon the conditions of handling, installation, use, and maintenance.

- Products purchased through Panda that are manufactured by a third party (including but not limited to custom hardware); panels including glass that are manufactured by others and supplied to Panda for inclusion in Panda's door system and related panel and system performance; and special product that includes items manufactured according to customer supplied specifications or no hardware.

- Products ordered in larger sizes or special configurations beyond Panda's published maximum dimensions or specifications.

- **THERE ARE NO WARRANTIES FOR PRODUCTS THAT HAVE NOT BEEN PAID TIMELY AND IN FULL.**

Each Limited Warranty and all claims and rights hereunder shall transfer to any new property owner upon the sale or other legal transfer of ownership of the property within which the warranted product has been installed during the limited warranty period.