

## PANDA WINDOWS & DOORS LIMITED WARRANTY

### PROCESS TO REGISTER FOR THE WARRANTY

If Panda arranges for the delivery, Client must inspect the crates immediately on delivery for damage and if there is damage, it may reject the damaged crates. If it unloads the damaged crates there are no warranties for damage resulting from shipment. Any crate damage on returned Products must be documented to allow Panda to make insurance claims against the carrier.

Upon delivery of the Product to Client (or its preferred carrier) Client has seven (7) calendar days to evaluate all contents inside the shipment for any damage and register the product to activate the Limited Warranty. The Limited Warranty WILL ONLY be activated if the Product was delivered, Client acknowledges that all merchandise is defect-free within the first seven (7) calendar days of delivery of the shipment, Client has paid in full all amounts it owes Panda, and if Client fully executes and returns this Registration Form within said seven (7) days of delivery ("Registration"). If Client does find damaged contents within the first seven (7) calendar days of accepting the shipment, Client must provide within the same seven (7) days, written objections and photo and video evidence specifying which systems are damaged. The failure to provide the objections and evidence within the seven (7) days will void all warranties. Upon receipt of the objections, photo and video evidence and if applicable, submission of a claim to the insurance company (unless Client has picked up the Product or used its preferred delivery service), and upon confirmation it was at fault, Panda will begin production of new systems to replace the damaged systems. The same requirements for payment in full, acceptance, inspection and Registration of the Product applies to any replacement systems. Notwithstanding the above, if Client picks the Product up at Panda's loading dock, (i) before taking delivery Client (or its preferred carrier) shall inspect the packaging for any visible damage, and if there is any, refuse acceptance, and (ii) by loading the crates onto its carrier Client accepts delivery and waives any right to damages from, or for further inspection for, visible damages. To make a claim that the Product was damaged prior to Client's pickup other than for damage visible on pickup, Client must provide within seven (7) days of pick up, written objections and video and photo evidence of the packaging prior to opening the crates evidencing that the Product was not damaged during Client's (or its preferred carrier's) shipment to the jobsite. The failure to do so within said time will void all warranties.

The Client's contract with Panda may contain additional terms and conditions.

### WARRANTY COVERAGE

**Subject to the limitations and conditions contained herein, Panda warrants only that its Products are free from material defects in manufacturing and materials under normal use and service. There are no other warranties express or implied, including merchantability or fitness for a particular purpose. Client acknowledges that the Product is made up of component parts and as to such parts manufactured by others, such as the glass, Panda makes no warranty to such component, rather Panda's sole obligation is to pass on to the end user whatever warranty such manufacturer offers on its component parts.**

**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 due to premature failure of the glass seal for ten (10) years from the date the Product was manufactured ("Fabrication"). Similarly, the laminated glass in Panda products is warranted by the manufacturer to perform for five (5) years from Fabrication against a permanent material obstruction of vision due to premature delamination.

**Powder Coat, Kynar Coat, and Anodized Surface Finishes** – Powder coat or Kynar coat finish of aluminum profile is warranted to perform for a period of ten (10) years from Fabrication as an Effective Surface Material (ESM). ESM means: free from substantial cracking, chipping or peeling due to the deterioration of the finish, exclusive of mechanical damage; free from chalking in excess of a numerical rating of eight (8) as per ASTM D 4214.02. Chalk rating to be determined by the procedure outlined in test method A D659; and free from fading or color changes in excess of five (5) E units (Hunter Color Difference) as measured using the procedure of ASTM D 2244. Because surfaces may not be equally exposed to the sun and elements, Panda makes no warranty with respect to the uniformity of fading. Anodized surface finish of aluminum profile is warranted to perform for a period of three (3) years from Fabrication as an Effective Surfacing Material. Product installed within a three (3) mile proximity of any coastal area or body of salt water, harsh or corrosive environments, including near swimming pools or where subjected to harsh chemicals such as road salt, solvents, acid, brick or mortar wash, or cleaning chemicals, will not retain the same warranty time periods as above with respect to the type of ESM used and therefor Panda makes no warranty for damages to finishes caused by any of these conditions. Notwithstanding anything herein to the contrary, for Products located in Florida and the Caribbean Islands, the following limited warranty applies to finishes: (1) if within 1 mile of any ocean, gulf, cay, waterway, salt marsh, or body of (or area occasionally flooded by) salt or brackish water, 3 coats of Kynar are required and the warranty is one (1) year, and there is no warranty on other finishes, (2) if more than 1 mile but less than 5 miles, Kynar is the required finish for a warranty of one (1) year, other finishes have no warranty,

and (3) if the location is outside of 5 miles of any such area, the normal finishes warranties apply. If the Product was “interior primed only” such Product is excluded from this warranty.

**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 where warp exceeds the allowable warp tolerance for wood panels per ANSI/WDMA I.S. 6-A-01.

**Hardware and Components** – All hardware and components not otherwise specified in this Warranty are warranted against defects in materials and workmanship that substantially impair operation and function for a period of ten (10) years from Fabrication. 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.

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

**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.

**Export Limitation** – The maximum warranty period for any Panda product used outside of the United States (excluding the Caribbean Islands) is two (2) years from Fabrication.

### **PROCESSING WARRANTY CLAIMS**

Panda shall have no obligation to respond under this Warranty until receipt of proper notice of a claim during the warranty period and an opportunity to respond. Upon proper notice and confirmation by Panda of 1) a condition covered under this Warranty, 2) proper product Registration, and 3) full payment, Panda shall respond in its sole discretion and in a timely manner as follows, selecting what it determines is the best method for corrective action:

**Glass** – Panda shall:

- (1) ship a replacement glass unit to the location of original product delivery or;
- (2) refund the original purchase price of the glass paid by Panda.

**Surface Finishes of Aluminum Products** – Panda shall:

- (1) assume reasonable costs to restore the finish on non-compliant (non-ESM) materials using standard commercial refinishing techniques;
- (2) ship replacement parts to the location of original product delivery (note: due to aging the replacement finish may not match the color of the original Products) or;
- (3) refund the original purchase price of the non-compliant product.

**Hardware and Components** – Panda shall ship replacement hardware and components to the location of original product delivery.

**Screen Mechanism** – Panda shall:

- (1) ship replacement screen mechanism to the location of original product delivery;
- or;
- (2) refund the original purchase price of the screen.

For covered product conditions not specifically addressed above, Panda’s obligations under this Warranty shall be limited, at its option, to:

- (1) ship a replacement part or product without charge;
- (2) ship any replacement part or replacement product in its original stage of fitting and/or finishing as supplied by Panda or;
- (3) refund the original purchase price of the product.

Panda will repair or replace only defective parts or components. This Warranty does not cover labor costs to install a replacement part or product, or cost to repair or replace surrounding substrates, trim, or other carpentry work, or 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. Nor does it cover costs incurred due to delays or other construction costs, costs for late or damaged delivery, loss of time, inconvenience, or loss of use of the product or any parts or components. Any action taken by Panda does not create a new warranty or extend the duration of the original product warranty. A failure by Panda to enforce a warranty provision shall not constitute a waiver barring subsequent enforcement.

Replacement products will be the closest equivalent current product and may not be an exact match to the original. Panda reserves the right to determine whether or not a defect exists and if it is covered under this Warranty. Repair or replacement of warped wood panel or frame can be delayed by up to twelve (12) months from date of claim to allow wood component to adjust to local conditions. If the claim is not covered under this Warranty, Panda may charge a fee for on-site product inspections.

### **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. Failure by the Client or end user to follow the installation and maintenance contained within this warranty shall void any and all express warranties.

### **INSTALLATION AND FINISHING**

**Panda Doors are a specialty product that require special installation. All bottom and top tracks must be leveled to within a 1/16" tolerance, any tolerance greater than 1/16" will greatly affect operability of the door system and will void any and all express warranties. Proper drainage needs to be considered during installation. Panda is not liable for any defects or problems related to installation.**

All surface mounted tracks must be sealed with bituthene and silicone for proper installation. Panda **HIGHLY RECOMMENDS** the use of laser levels to assure a 1/16" tolerance of bottom and top tracks for optimal product performance. Panda folding door systems are top hung and improper sizing of the header and movement and sagging of the header will affect product performance. It is important that the system is properly adjusted for smooth operation. Our products should be installed with adequate overhang and to prevent the effects of sheeting water from above. Panda is not responsible for designing or recommending 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, however, because of certain conditions and applications over which we have no control, including but not limited to frame assembly and field adjustment, we do not warrant that our products are impervious to water or water intrusion and air infiltration. We recommend that a professional waterproofing consultant be used to properly integrate our product into the weather barrier of the wall structure. There are no warranties against water infiltration when using a handicap sill or installation on structures not allowing for proper management or drainage of moisture, for example EIFS or synthetic stucco without engineered drainage systems.

Wood items are supplied unfinished. Product should be protected from moisture and excessive dryness and wood items must be finished within seven (7) calendar days of 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 finishing standards. Only use high quality sealants and finish materials for longer lasting performance against the elements, particularly from sun exposure. 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. Remove all weather-strip and do not lose pieces. Handle, escutcheon plates and drop bolts should be removed and paint or sealant applied behind. Stucco or concrete left on frame, doors and glass will damage these surfaces.

### **RECOMMENDED MAINTENANCE AND OPERATION PROCEDURES**

Panda's systems are specialty products which are required to be used carefully and in a particular manner. Children under the age of sixteen (16) should not use systems without an adult being present. Panda systems should be operated as recommended by us. Failure to do so can cause injury. Improper use of Panda systems can lead to injury by way of fingers being caught and pinched between moving panels.

These systems are engineered to handle precise tolerances. DO NOT force operation. Doing so may result in injury, and/or damage to the system. Lift & Slide Doors should only be operated when the handles are in the down position.

Normal and regular maintenance is required to maintain the appearance and extend the finish life and maintain proper operation. The following maintenance procedures are recommended.

**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. Using a suitable applicator spread a small amount of clear petroleum jelly or similar lubricant. Ensure that the carrier wheels pass through the lubricant so that it is distributed evenly along the track. Place additional lubricant around the bearings. In severe environments, apply a thin film of Silicone spray. Always keep bottom guide channel free from debris.

**Hangers, Pivots, Brackets, Handle Back Plates and Hinges** – Exposed surfaces should be wiped down with warm soapy water and a soft rag, and then rinsed clean before applying new surface protectants. A light spray application of Silicone spray, followed by a light wipe with a dry cloth to remove excess is recommended for all hangers, pivots, brackets and hinges. Be careful not to get these compounds on wood items as they may cause staining. For oil rubbed bronze finish, care should be taken when cleaning or re-applying surface protectants. As a safety precaution, keep hands away from hinged areas to prevent injury.

**Surface Mounted Locking Mechanisms** – Spraying Silicone spray to the sliding pin inside the drop bolt and to the lock cylinder (if applicable) is recommended. There are access holes or slots on all drop bolts so that this can be completed without removing the locks from the doors.

**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.

**Wood Components** – All wood component parts and finishes – must be inspected annually for damage resulting from exposure to the elements and repaired immediately.

**Screens** – Dust and debris can collect in the guide channels over time. Removal of such build up is easy and important to the screen's smooth movement. While the screen is retracted, remove any debris with a soft cloth or a vacuum cleaner with a soft brush nozzle. Dusty or coastal environments will require regular cleaning.

**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 six (6) months. Three (3) mile proximity to any marine, industrial or corrosive environments: every three (3) months at a minimum. In the event of a warranty claim, user must be able to present evidence of maintenance schedule.

**Care** – Clean tracks, hardware, and gaskets with silicone a minimum of every six (6) months, and every ninety (90) days for properties within 1 - 5 miles of water, as it will increase performance and longevity of the system.

## **DISCLAIMERS & LIMITATIONS**

Any liability of Panda is contingent upon Client fulfilling its notice obligations as stated in this Warranty. Client shall have no standing to assert a claim absent timely notice to Panda and an opportunity to cure. The remedies prescribed in this Warranty are the exclusive and sole remedies available to the Client. In no event shall the liability of Panda or any seller of Panda products arising out of a product defect exceed the price paid for the product.

This Warranty is the sole Warranty for Panda products. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. PANDA SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, AND ALL SUCH CLAIMS ARE WAIVED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.** Where disclaimer of implied warranties is prohibited by law, the duration of any implied warranties is limited to the duration of this Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. No one is authorized to make any different or additional warranties. No one is authorized to modify or expand this limited Warranty.

For residential use, this Warranty shall apply only to the original home owner and only so long as that person owns and solely resides in that home. For other applications, absent written consent from Panda, this Warranty is limited to the Customer and is not assignable.

The warranties detailed in this document are the only statements of the legal responsibility of Panda and any seller of Panda products with respect to covered Panda products manufactured on or after January 1, 2020, sold by Panda.

## **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, building settlement, or structural failure of walls or foundations; Stresses resulting from localized heat which causes excessive temperature differences over glass surface edges; Failure to properly install product according to Panda's recommendations or to integrate product into the structure to prevent water intrusion; Failure to prevent the effects of sheeting rain or water or failure to provide an appropriate flashing system; Failure to meet code or specification requirements.
- 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.
- Although Panda systems are designed to be weather resistant, 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: design of an inappropriate flashing system; failure to provide an adequate overhang and to prevent the effects of sheeting water from above; 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; exposure to weather conditions beyond testing performed; removal of seals; and product installed in high moisture environments or in structures that fail to allow for the proper management of drainage or moisture.
- Any tolerance greater than 1/16" on a bottom or top track.
- Improper finishing, including, but not limited to, not properly finishing all sides of wood products in a timely manner or before exposure to weather, 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.
- Filiform corrosion in coastal environments, tarnish, or corrosion to hardware finishes.
- Normal weathering, wear and tear; Improper cleaning with solvents, abrasives or aggressive chemicals or high pressure cleaning; Discoloration of finish; Failure to follow the Panda operation and maintenance instructions; 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.
- Imperfections in glass that do not affect the product's structural integrity or obscure vision and cannot be detected from within 10 feet as per ASTM C 1036; Accidental or spontaneous glass breakage; Glass breakage due to thermal stresses; Film applied to the glass surface; Industry accepted bow, warp or distortion in glass and minor variations in glass color; Glass not installed as per Panda's instructions.
- Variations in wood grain, color, or pinhead knots; 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.
- Panel shrinkage or expansion caused by change in weather; Expansion of aluminum units in dark colors caused by direct exposure to sunlight.
- Acts of God, high winds, flooding, vandalism, falling objects, fire, accidents, external forces, or other conditions beyond Panda's control.
- The amount of argon or other gas remaining in insulated glass at any time after manufacture; 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 us 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 us for inclusion in our door system and related panel and system performance; and special product that includes items manufactured according to customer supplied specifications or no hardware.

- Improper screen assembly and installation, damage as a result of environmental conditions such as wind, normal wear and tear but not limited to exposure to sun, rain abrasion, heat and/or cold, exterior application, damage to, or contamination of, screen cloth and other screen components by rough handling, misuse, abuse or neglect, damage caused by humans or pets accidentally running, walking or falling into screen, damage and/or contamination of dirt, dust or debris.

Products or components not supplied by Panda; Products ordered in larger sizes or special configurations beyond Panda's published specifications.

- See warranty limitation on finishes for all coastal areas and the Caribbean Islands above.

**• NOTE: THERE ARE NO WARRANTIES FOR PRODUCTS THAT HAVE NOT BEEN PAID TIMELY AND IN FULL OR PROPERLY AND TIMELY REGISTERED.**

**FREIGHT AND SHIPPING**

Freight damage claims must be made at point of delivery. Client must inspect product and have driver/carrier sign to any visible damage for bill of lading, or no valid claim will exist. Client is responsible for providing appropriate staff and equipment necessary to safely unload product. Shipment dates are approximate and shall not be deemed to represent a fixed or guaranteed delivery date. Panda shall not be responsible for any penalties, damages or labor charges resulting from delayed shipments or our inability to ship by the scheduled dates.

**PROCEDURE FOR WARRANTY CLAIMS**

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

Mail:	Panda Windows & Doors, LLC. (Attention: Customer Service) 3415 Bellington Rd. N Las Vegas, NV 89030
Phone:	(702) 643-5700
Fax:	(702) 643-5715
Email:	<a href="mailto:service@panda-windows.com">service@panda-windows.com</a>

We can best respond if you provide the following: a) Panda order number b) date and location of purchase, c) how to contact you, d) the address of where the product can be inspected, and e) a description of the problem and the product (including photographs and videos). **Claims under these warranties must be made within the specified warranty period and within seven (7) calendar days of the appearance of a defect. All rights under this Warranty will be waived if there is a failure to notify Panda within seven (7) calendar days of receipt of the product for any defect which an ordinary inspection would reveal. All rights under this Warranty will be waived if the Client does not register the product within seven (7) calendar days of receipt of the product. We may charge a fee for on-site product inspections. However, this fee will be refunded if the product is found to contain a defect covered by this warranty.**