



The Clear Choice Is Crystal

# CrystalCoat™ 10-Year Warranty

Hydro-Tuff IR, Heat Reflective Poly Acrylic Coating

ORDER # \_\_\_\_\_ DATE \_\_\_\_\_

Hydro-Tuff IR, heat reflective poly acrylic coating has been tested by an independent, approved/certified American Manufacturers Association (AAMA) testing facility to meet the performance standards as determined by AAMA 613-98 (Voluntary Performance Requirements and Test Procedures for Organic Coatings on Plastic Profiles) and the draft version of AAMA 615 (Voluntary Specification for High Performance Organic Coatings on Plastic Substrates). These tests include:

- Color Uniformity
- Specular Gloss
- Dry Film Hardness
- Dry and Wet Film Adhesion
- Impact Resistance
- Abrasion Resistance
- Chemical and Solvent Resistance
- Humidity Resistance
- Cold Crack Cycling
- Oven Aging
- Outdoor Weathering
- Heat Buildup

## 1. COVERAGE

Subject to the terms and conditions stated herein, Crystal Pacific Window & Door System, Inc. (hereinafter, "Crystal") warrants to the Original Purchaser that under normal conditions and usage, Crystal's factory-applied custom color coatings ("CrystalCoat") shall be free from the following defects in material and workmanship for the time periods and details specified herein.

This warranty applies exclusively to Crystal windows and doors with CrystalCoat that are installed in the original purchaser's home or building (please see separate warranty for Crystal windows and doors). This warranty terminates upon the sale of the property to another party.

### I. 10-Years: Film Integrity

Crystal warrants that its CrystalCoat film will resist cracking, peeling, checking, delaminating, blistering, and flaking and significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions for a period of ten (10) years from the date of paint application. *Note: Interior coatings are warranted for one (1) year only.*

### II. 10-Years: Heat Build-Up

Crystal warrants that its CrystalCoat Hydro-Tuff IR, heat reflective poly acrylic coating when applied to approved substrates will not distort or warp the substrate as a result of excessive heat gain when the coated surface does not exceed 149°F. *Note: Interior coatings are warranted for one (1) year only.*

## 2. COMMENCEMENT

The warranty period begins on the date of paint application. The original purchaser's sales receipt, contract, or invoice, relating to the Crystal windows and doors with CrystalCoat, are the valid forms for proof of purchase.

## 3. EXCLUSIONS

Although Crystal does its best to assure its products are of the highest quality, some things are out of Crystal's control. Crystal is not responsible for or makes no warranty to the following items that are not covered by this warranty.

Product failure, loss or damage due to:

- a) Normal wear and tear from usage or age, including natural fading.
- b) Improper installation, maintenance, handling, use, storage, finishing or modification (e.g., glass film, paint, parts, security systems).
- c) Non-factory applied finishes, sealants or caulking.
- d) Slight variations and curvature, minor scratches or marks, or other minor visual imperfections shall not be considered defects.
- e) Damage caused by extreme weather or temperature.
- f) Accidents, misuse, neglect, vandalism, objects, fire, explosion, rioting, acts of war, acts of God or nature (e.g., earthquakes, hurricanes, tornadoes, floods).
- g) Exposure to elements, pollutants, harsh chemicals or compounds (e.g., acid rain, sealants, residue), including salt and coastal weather conditions.
- h) Any other causes beyond the manufacturer's control and not related to the manufacturing process.

## 4. LIMITATION OF LIABILITY

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CRYSTAL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS LIMITED WARRANTY. CRYSTAL SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY USE OR PERFORMANCE OF THE PRODUCT(S) OR ARISING OUT OF ANY BREACH OF THIS LIMITED EXPRESS WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RESULTING FROM INCONVENIENCE, LOSS OF TIME OR PROPERTY, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION OF, REINSTALLATION

OF PRODUCTS MANUFACTURED BY CRYSTAL. NOR SHALL CRYSTAL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SUCH DAMAGES IN THE EVENT THAT THIS WARRANTY IS NOT APPLICABLE OR APPLIED. IN ANY EVENT CRYSTAL'S LIABILITY OR RESPONSIBILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART(S), OR THE REFUND OF THE ORIGINAL SALES PRICE RECEIVED BY CRYSTAL FOR THE PRODUCT. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CRYSTAL OR A REPRESENTATIVE OF CRYSTAL HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NO CUSTOMER, DEALER, DISTRIBUTOR AND OR REPRESENTATIVE OF CRYSTAL IS AUTHORIZED TO WAIVE, MODIFY OR EXPAND THIS WARRANTY IN ANY WAY, EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE LIMITATION OF INCIDENTAL AND OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### 5. WARRANTY CLAIM

A warranty holder may make a warranty claim by contacting either a local area authorized Crystal California dealer, or Crystal California.

Crystal Customer Service Department  
1850 Atlanta Ave, Riverside, CA 92507  
Ph 951-779-9300 Fx 951-779-6300

- a) Claimant's name, address, and phone number.
- b) Description of the nature of the claim.
- c) Valid proof of purchase and a copy of this warranty.
- d) Identity of Crystal salesperson, dealer, or distributor who installed Products.

Claimant's inability to provide the foregoing information may result in a denial of a warranty claim at Crystal's sole discretion. All claims must be made no more than thirty (30) days following the discovery of the defect or other basis of a claim covered by this warranty. Claims made after this time period will be excluded from warranty coverage. Crystal, under all circumstances, reserves the right to perform a field inspection of any Products upon which a warranty claim is made and charge the claimant administrative, inspection, shipping and/or delivery fees at Crystal's sole discretion. Mileage charges based upon the location of the field inspection may apply.

#### 6. LIMITATION OF REMEDY

Upon Crystal's determination that a warranted CrystalCoat product does not conform with the express warranties specified herein, the warranty holder's sole and exclusive remedy is that Crystal, at its sole option and discretion, will either repair, provide a replacement product or parts for the defective materials, or a refund of a prorated portion of the original sales price paid to Crystal. Crystal shall be responsible for labor charges incurred in making said repairs throughout the duration of the original purchaser's ownership of the property in which the Products are installed. And Crystal shall only be responsible to provide labor and service to the Products warranted herein that are installed within 30 miles of an authorized Crystal dealer.

It is specifically understood and agreed that Crystal's liability under this warranty, whether in contract, or in tort, shall not exceed the return of the prorated portion of the original purchase price paid by the original purchaser. Under no circumstances will Crystal be liable for special, indirect, or consequential damages. The price paid by the original purchaser for the CrystalCoat product(s) is a consideration in limiting Crystal's liability herein.

Crystal shall provide the warranty holder all parts and products required to replace warranted CrystalCoat products that do not conform to the express warranties specified herein. Crystal reserves the right to modify or discontinue any of its product lines at any time and current designs may be substituted for originals and the suitability of any substitution is in Crystal's sole discretion. All exchanged parts or original defective parts become the property of Crystal. The warranty holder must provide Crystal with safe and reasonable access to the CrystalCoat products that will be replaced under this warranty. Crystal will not be responsible for any costs associated with the use of scaffolding or lifts.

This warranty gives you specific legal rights, and you may have other rights, which may vary from state to state. The foregoing warranty applies only to products installed in the United States. The foregoing warranty is effective for all products manufactured and or delivered by Crystal on or after January 1, 2014. All prior warranties shall be applicable to products manufactured and or delivered prior to January 1, 2014 and such prior warranties shall be considered null and void as to products manufactured and/or delivered on or after January 1, 2014.



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