



Order# _____ Project _____ Date _____

5-Year Limited Warranty

Magnus Vinyl Windows & Doors | Commercial, Multi-Family

1. Coverage

Subject to the terms and conditions stated herein, Crystal Pacific Window & Door Systems usage, Crystal's Valencia premium vinyl windows and doors (hereinafter, "Products") 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 Products that are installed in a commercial or multi-family building.

I. 5-Years: Vinyl Extrusions

Crystal warrants that its extruded vinyl window and door sashes and frames shall be free from cracking, peeling, flaking, blistering, rotting or corrosion for a period of five (5) years. **Factory-applied exterior color coatings and decorative finishes are warranted for a limited period of five (5) years. Factory-applied interior color coatings are warranted for a limited period of one (1) year.**

II. 5-Years: Insulated Glass Units

Crystal warrants that its factory installed insulated glass units (IGU) shall be free from material obstruction of vision on the internal surfaces' base upon hermetic seal failures for a period of five (5) years from the date of purchase.

III. 2-Years: Mechanical Parts

Crystal warrants that its locks, keepers, pivots, tilt latches, shoes, balances, hinges, crank handles and other miscellaneous mechanical parts will be free from all manufacturing defects for a limited period of two (2) years. **Screens are warranted for a limited period of one (1) year.**

IV. 3-Years: Labor

Crystal shall only be responsible for labor charges incurred in making said repairs for three (3) years. **See Article 6, 'LIMITATION OF REMEDY' for further details.**

2. Commencement

The warranty period begins on the date indicated upon the original purchaser's proof of delivery. The original purchaser's sales receipt, contract, or invoice, relating to the Crystal

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.

This Warranty does not cover Products with damage, defects or minor imperfections due to the following:

- a) Normal wear and tear from usage or age. Also, interior color coating normal wear and tear due to friction.
- b) Natural weathering or fading of finishes, including discoloration.
- c) Improper handling, storage or installation (including applied sealants and glass at high elevations).
- d) Modifications of any kind, including applied films or finishes.
- e) Structural settlement, movement, vibration or failures.
- f) Slight variations or curvature and minor scratches or marks, including on glass (minor imperfections shall not be considered defects).
- g) Condensation, frost, mold or mildew due to humidity, temperature or extreme weather.
- h) Accidents due to human error (including accidental glass breakage).
- i) Misuse, abuse, neglect, vandalism, civil disorder, fire, explosions, acts of war, acts of nature (e.g., earthquakes, floods, hurricanes, tornadoes, etc.).
- j) Exposure to elements, pollutants, harsh chemicals or compounds (e.g., acid rain, sealants, residue, etc.), including salt and coastal weather conditions.
- k) Corrosive or harsh environments (including hardware or finishes exposed to salt or coastal weather conditions).
- l) Any other causes beyond the manufacturer's control and not related to the manufacturing process (including brass finishes in any environment)..

Crystal Products may contain inert gas that is intended to improve the thermal quality of the Products. However, the best manufacturing methods cannot guarantee that the initial fill rate of inert gas will be maintained during the Products' lifetime and Crystal makes no such guarantee. Crystal does not guarantee the presence of inert gas or any thermal performance related to inert gas.

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, RE-INSTALLATION 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 by contacting either a local area authorized dealer or Crystal Pacific.

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

Claims must include the following:

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

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 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 only be responsible for labor charges incurred in making said repairs for five (5) years following warranty commencement.

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 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 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 Crystal 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, 2023. All prior warranties shall be applicable to products manufactured and or delivered prior to January 1, 2023 and such prior warranties shall be considered null and void as to products manufactured and or delivered on or after January 1, 2023.