



KOVA

# LETTER OF WARRANTY

Windows

**KATERRA LIMITED WARRANTY**

Product Category: Windows

Katerra warrants that the product category listed above will be free from defects in material and workmanship when properly installed and serviced during normal residential or light commercial applications per the tables below. Unless specifically stated otherwise, the warranty start date begins on the date of delivery.

**OWNER-OCCUPIED SINGLE-FAMILY RESIDENTIAL**

Product Description	Frame	Glass Seal	Color Finish	Screens
Vinyl	10 Years <sup>1</sup>	10 Years	5 years <sup>3</sup>	1 Year
Aluminum	5 Years <sup>1</sup>	10 Years	45 days (primer) 1 year (paint)	1 Year

**COMMERCIAL (OTHER THAN OWNER-OCCUPIED SINGLE-FAMILY RESIDENTIAL)**

Product Description	Frame	Glass Seal	Color Finish	Screens
Vinyl	5 Years <sup>2</sup>	10 Years	5 years <sup>3</sup>	1 Year
Aluminum	2 Years <sup>2</sup>	10 Years	45 days (primer) 1 year (paint)	1 Year

<sup>1</sup> Single-Family Residential vinyl windows installed within 5 miles (8 kilometers) from any body of saltwater are warranted for 5 years; aluminum windows are warranted for 2 years.

<sup>2</sup> Commercial windows installed within 5 miles (8 kilometers) from any body of saltwater are warranted for 2 years.

<sup>3</sup> The color finish on the exterior components (frame, sash, panels, sills, and grilles) on Katerra vinyl windows is warranted to be free from manufacturing defects resulting in color fade greater than 5 Delta E (when measured in accordance with ASTM D2244) and free from blistering, cracking, peeling and any loss of adhesion for five (5) years from the date of purchase.

Subject to the terms and conditions listed below, Katerra will provide a replacement part or product, or refund the original purchase price for defective products during the warranty period. The decision to resolve warranty defects by replacement or refund will be made at Katerra's sole discretion. Katerra recommends using a licensed professional for all installations or repairs.

**THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE WARRANTY:**

1. Faults or damage, including breakage, caused by installation<sup>4</sup> error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with Katerra instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, service company, or yourself – are excluded from this warranty.
2. Damage caused by using cleaners not in compliance with cleaning recommendations.

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- a. Avoid abrasive cleaners, steel wools, and harsh chemicals as these will scratch, damage, and/or dull the product and/or finish and will void this warranty.
  3. Misalignment of grilles/muntins of 1/8" or less from the original position.
  4. Glass breakage from foreign object impact.
  5. Damage due to the transportation or installation<sup>4</sup> of the glass product or products at altitudes over 3,500 feet above or below the point of manufacture unless equipped with capillary or breather tubes or another industry-recognized method of pressure equalization.
  6. Normal wear or tear due to the normal aging of the product, including normal wear and tear of weather-strip, natural weathering of surfaces, and parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.
  7. Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.
  8. Temporary marks on the products including but not limited to metal marks, fingerprints, smudges, or other temporary marks made by household items.
  9. Products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.
  10. Cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation<sup>4</sup> of products with visual defects or nonconformities apparent before installation voids this warranty.
  11. Damage caused after delivery, including damages to the finish or building incurred during installation<sup>4</sup>, including but not limited to floors, cabinets, countertops, walls, etc.
  12. Discoloration, rust, or oxidation resulting from caustic or corrosive environments including but not limited to high salt concentrations, high moisture, humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of salt water are considered high salt concentration environments.
  13. Damage incurred after delivery caused by children, animals, insects, or plants.
  14. Damage from installation adjacent to a heat source that does not have sufficient airflow or insulation to diffuse the heat.
  15. Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or does not comply with applicable building codes (ex., aircraft, watercraft, recreational vehicles, indoor swimming pools or hot tubs, saunas, steam rooms, greenhouses, walk-in freezers or refrigeration units, or other extreme environments), or installations in areas with direct, constant water contact, such as a shower or in the path of sprinkler water.
  16. KOVA windows are not approved for use as skylights, in sloped glazing or non-vertical applications.
  17. Damage from installing the window in its opening in a manner which is not plumb, square and true, and
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adequately shimmed on all sides.

18. Force Majeure: Katterra is not responsible for damage or injury caused in whole or in part by natural calamities or acts of God.
19. Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color match over time. These variations are the nature of the material in relation to their environmental exposure and are not covered by this warranty.
20. Problems related to improper finishing of all surfaces (front or back) of the window frame or unsatisfactory results in sheen or texture resulting from the field application of paint or any other finishing material.
21. Damage caused by extreme temperature buildup or from products finished/painted a dark color with prolonged exposure to direct sunlight.
22. Problems related to water and/or air infiltration due to improper installation<sup>4</sup> or flaws in building design and construction; installation must be in strict conformance with the installation instructions provided with the windows.
23. Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Wavy distortions in the glass (ex., heat strengthening of glass) and slight color variations in glass are not considered defects.
24. Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity. Screens are intended solely as protection from insects and are not designed for or intended to provide safety protection or to prevent falling through an open window.
25. Condensation or damage because of condensation (Unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure; contact a heating/air conditioning professional for help).
26. Damage as a result of drilling, cutting, or screwing through the window frame. Hardware, accessories, or inserts that are not provided by Katterra.
27. Windows have a limited ability to resist excessive wind-driven rain but should perform according to the published technical specifications. The customer is responsible for keeping weep holes clean of debris as they are designed to allow wind-driven rain to be diverted from the window sill.
28. Labor: This warranty is for material only. Katterra is not responsible for labor charges – including installation<sup>4</sup>, removal, and reinstallation<sup>4</sup>; or other incidental or consequential costs associated with surrounding material such as countertops, walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product.
29. Industrial/Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to include multi-family apartment units, schools, professional office buildings, retail, student housing, employee housing, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are operating environments and usage scenarios that significantly differ from normal residential usage patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, laboratories, and other high- volume, heavy-use, harsh or chemically caustic environments. If you have questions about the suitability of this product for

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your particular installation application, please contact your Katterra sales representative before purchase and installation.

<sup>4</sup>Installation defects are covered by this warranty if the windows are installed by a Katterra team. Installation defects for windows installed by non-Katterra personnel are not covered.

Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the customer.

This warranty is not in force until full payment has been received for the covered products.

Katterra does not warrant that the operation of covered products will be uninterrupted or error-free. This warranty does not constitute a performance warranty and does not extend to the future performance of goods. It is expressly contemplated by the warranty that any part of the product may contain a defect in material or workmanship and that any part of the product may fail during the warranty period. The buyer's sole remedies under this warranty are limited to repair, replacement, or refund in the event a part fails due to a defect in material or workmanship.

This warranty is not a statement of the expected useful life of any KOVA product.

Replacement parts can be new or remanufactured. Repaired parts or replacement products are warranted for the remaining portion of the original product's warranty period. The original warranty period is not extended by repair or replacement activities. Defective parts must be made available to Katterra in exchange for the replacement parts and become the property of Katterra.

This warranty is extended to the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.

Katterra's total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price of the warranted product(s) – whether the claim is based on strict liability, negligence, breach of warranty or any other theory or cause of action.

#### **DISCLAIMER OF IMPLIED WARRANTIES**

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KATERRA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions 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 by jurisdiction.

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**LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES**

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KATERRA AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KATERRA PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. KATERRA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KATERRA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

**WARRANTY CLAIMS**

To submit a warranty claim:

Web: [www.warranty.katerra.com](http://www.warranty.katerra.com)

Mail: Katerra Warranty Department  
9305 E Via de Venture, STE 200  
Scottsdale, AZ 85258

Product description and proof of purchase are required to support any warranty claim.

**GLASS CARE**

Follow these guidelines to keep your Katerra windows beautiful for many years to come.

- Clean glass with a mixture of water and mild dish soap. Rinse completely with clear water, then wipe dry with a soft clean cloth.
- Avoid washing glass in direct sunlight to reduce streaking
- Never use abrasive cleaners, petroleum-based or caustic cleaners as they may cause damage to the glass or finish
- Never use abrasive cleaning instruments like steel wool

- Never use a pressure washer to wash windows as this can dislodge seals and gaskets and damage frame components
- For more aggressive cleaning, use commercial glass cleaners that contain no ammonia
- Avoid newspaper or any other towels that contain contaminants or lint
- Avoid spraying cleaners directly on glass. We recommend spraying onto soft cloth or towel and then cleaning the surface.
- Always use a soft, clean, grit-free cloth when cleaning to reduce the chances of scratching and abrasions
- Be sure to dry product fully to avoid prolonged contact with cleaners and solvents
- Good ventilation of glass avoids moisture buildup ("sweating") and reduces the risk of corrosion or damage to the glass. This includes proper bathroom/kitchen ventilation.