

NanaWall Limited Warranty

NanaWall is pleased to provide the following warranty to the owner of NanaWall products, including the initial purchaser and all subsequent owners (“Owner”), subject to all terms and conditions stated herein. This Warranty supersedes all previous product warranties and is the exclusive statement of all commitments and rights of NanaWall with respect to its products sold on or after May 1, 2022, to be installed in the United States (excluding territories) or Canada.

NanaWall shall have no obligation to respond under this Warranty until receipt of proper notice of a claim and an opportunity to respond. Upon notice and confirmation by NanaWall of a condition covered under this Warranty, NanaWall will respond in good faith and in a timely manner as follows:

TEN YEAR COVERAGE.

For ten (10) years from the date of delivery by NanaWall (“Delivery”), NanaWall will respond as follows:

Insulated Glass. For an insulated glass unit with a permanent material obstruction of vision due to a premature failure of the glass seal, NanaWall will ship a replacement glass unit or panel. Exception: insulated glass units for cero® are covered for five (5) years from Delivery.

Powder Coat or Baked-on Fluoropolymer Surface Finish of Aluminum Profiles. For powder coat or baked-on fluoropolymer surface finish not functioning as an Effective Surface Material (“ESM”*), NanaWall will, at its option, (1) assume reasonable costs to restore the finish using standard commercial refinishing techniques or (2) ship replacement parts. Uneven fading is not a covered condition due to environmental variables.

**An ESM is a finish without (1) substantial cracking, chipping, or peeling due to the deterioration of the finish (exclusive of mechanical damage); (2) chalking in excess of a numerical rating of 8 as per ASTM D 659; or (3) fading or color changes in excess of 5 NBS units as per ASTM D 2244.*

Rollers. For a roller with material or workmanship issues that significantly impair proper operation and function, NanaWall will ship a replacement roller.

Wood and Other Remaining Components (for product installed by an independent NanaWall Certified Installer or Approved Installer).** For all remaining components of NanaWall products not otherwise addressed herein with a material or workmanship issue that substantially impairs operation and function, NanaWall will, at its option, (1) ship a replacement part or product or (2) ship any replacement part or replacement product in the same stage of fitting and/or finishing as originally supplied by NanaWall. This includes wood frame components, hinges, handles, locking mechanisms, tracks, beads, and weather-stripping.

FIVE YEAR COVERAGE.

For five (5) years from Delivery, NanaWall will respond as follows:

Laminated Glass. For a laminated glass unit with permanent material obstruction of vision due to premature delamination, NanaWall will ship a replacement glass unit or panel.

Wood and Other Remaining Components (for product NOT installed by an independent NanaWall Certified Installer or Approved Installer).** For all remaining components of NanaWall products not otherwise addressed herein with a material or workmanship issue that substantially impairs operation and function, NanaWall will ship a replacement part or product without charge in the same stage of fitting and/or finishing as originally supplied by NanaWall. This includes wood frame components, hinges, handles, locking mechanisms, tracks, and weather-stripping.

THREE YEAR COVERAGE.

For three (3) years from Delivery, NanaWall will respond as follows:

Anodized Surface Finish of Aluminum Profiles. For anodized surface finish of aluminum profile not functioning as an ESM,* NanaWall will, at its option, (1) assume reasonable costs to restore the finish on a non-compliant (non-ESM) material using standard commercial refinishing techniques or (2) ship a replacement part.

ONE YEAR COVERAGE.

For one (1) year from Delivery, NanaWall will respond as follows:

Screens. For a screen part (excluding the screen mesh) with a material or workmanship issue that substantially impairs the function of the screen, NanaWall will, at its option, (1) ship a replacement screen or (2) upon return by owner, repair the screen without charge.

ADDITIONAL SERVICE INFORMATION

This Warranty does not cover labor costs to remove existing parts or products, install a replacement part or product, costs to finish wood products, or the cost to repair or replace surrounding substrates, trim, or other work. Nor does it cover costs incurred due to delays or other construction costs, costs for late or damaged delivery, loss of revenue, loss of time, liquidated damages, inconvenience, or loss of use of the product or any parts or components. NanaWall reserves the right to determine whether or not a covered condition exists. If the claim is not covered under this Warranty, NanaWall may charge and collect a fee for on-site product inspections.

Any replacement part or product will be shipped to the location of original product delivery by NanaWall. Replacement products will be the closest equivalent current product and may not be an exact match to the original. If providing a replacement part or product is not commercially practicable, NanaWall may elect to refund the purchase price of the affected product in full satisfaction of its obligations.

Wood. Wood components must be properly finished on all sides promptly after receipt of unit before installation of unit, and prior to exposure to weather. Repair or replacement of a warped wood panel or frame can be delayed by up to 12 months from date of claim to allow the wood component to adjust to local environmental conditions.

Glass. Unloading the replacement glass/panel from the delivery truck is the responsibility of the owner. Due to the weight of the product, appropriate manpower and/or equipment will be needed to unload and move the glass/panel to the location for replacement. Depending on the size of the replacement part and interior building dimensions, it may not be possible to transport the glass/panel through the interior of the building. NanaWall is not responsible for any costs associated with moving the replacement glass/panel at the delivery location.

***Whether an installer is an independent NanaWall Certified Installer or Approved Installer is determined by the installer's status as of the date of delivery. NanaWall maintains information regarding the installers designated as Certified Installers or Approved Installers.*

NOTICE PROCESS

Written notice of any claim under this Warranty with supporting documents such as photos or videos must be given to Nana Wall Systems, Inc. via email to service@nanawall.com or via mail to 100 Meadowcreek Drive, Corte Madera, CA 94925, promptly when discovered. A condition will not be covered under this Warranty if there is a failure to notify NanaWall in writing (1) within 7 days of receipt of the product for any defect which an ordinary inspection would reveal, (2) within a reasonable time during the warranty period after an impairment in operation and use is manifest or a hidden defect is discovered, or (3) for claims first made after expiration of the coverage period outlined in this Warranty.

DISCLAIMERS & LIMITATIONS

Any responsibility of NanaWall is contingent upon owner fulfilling its notice obligations as stated in this Warranty. The owner shall have no standing to assert a claim absent timely notice to NanaWall and an opportunity to cure. The remedies prescribed in this Warranty are the exclusive and sole remedies available to the owner who hereby waives any claim not encompassed herein. This exclusivity and waiver survive expiration of warranty coverages herein. In no event shall the liability of NanaWall or any seller of NanaWall product exceed the price paid for the product.

This Warranty is the sole and exclusive warranty for NanaWall products. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NANAWALL SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Some state and federal laws may not allow disclaimers of implied warranties or exclusions of incidental or consequential damages, so these limitations or exclusions may not apply to you. Where federal law prohibits disclaimer of implied warranties, the duration of any implied warranty is limited to the duration of the relevant coverage period, if less than the statutory limitation period. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty may only be modified by a writing signed by an officer of NanaWall. Any action taken by NanaWall does not create a new warranty or extend the duration of the original product warranty. A failure by NanaWall to enforce a warranty provision shall not constitute a waiver barring subsequent enforcement.

EXCLUDED CONDITIONS.

This Warranty does not cover the following conditions, or any damage or issues caused in whole or part by the following:

- Product selection, application, storage, handling, modification, or waterproofing; Movement of surrounding substrates, including deflection of the header of more than ¼", or any other stresses on product; Installation, flashing, or integration into the structure; Failure to prevent the effects of sheeting rain or water; Failure to install proper weep holes in sill where needed, and failure to properly drain water exiting weep holes in the sill; Failure to meet code or specification requirements.
- Finishing by anyone other than NanaWall, including but not limited to, not properly finishing all sides of wood products promptly after receipt of unit, before installation of unit and before exposure to weather, finishing exterior wood in dark colors, or not refinishing periodically; Discoloration of finish; Failure to immediately repair any breaches such as scratches, chips, or abrasions in any finish or aluminum profile.
- Condensation, frost, or mold caused by high interior relative humidity; Installation near swimming pools; Harsh chemicals such as road salt, solvents, acid, brick or mortar wash, or cleaning chemicals; Corrosion or tarnish on product installed within two (2) miles of any coastal area or body of salt water, or other harsh or corrosive environments or chemicals.
- Normal weathering, wear and tear; Failure to follow the NanaWall 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 or other stresses, or glass with film or other coatings applied to the surface; Industry accepted bow, warp or distortion in glass, and minor variations in glass color; Glass not installed as per NanaWall's instructions.

- Variations in wood grain or color; Warp within the allowable warp tolerance for wood panels per ANSI/WDMA I.S. 6A-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 or sap bleeding from wood panels.
- Panel shrinkage or expansion caused by change in weather; Expansion or bowing of aluminum units caused by exposure to sunlight or caused by temperature difference between interior and exterior panel surfaces.
- Acts of God, falling objects, fire, accidents, external forces, or other conditions beyond NanaWall's control.
- Gas fill or retention levels in insulated glass units.
- Field testing of Product; Performance of the Product in conformance to any published NanaWall testing results (e.g. air infiltration, water infiltration, structural loading). Published test results measure the laboratory performance of a single sample of the product of a certain size and configuration. Performance during testing may vary depending upon handling, installation, use, maintenance, and testing.
- Products or components not supplied by NanaWall; Products that have not been paid for in full; Products ordered in larger sizes or special configurations beyond NanaWall's published specifications. Product with glass that is heavier than NanaWall specifications; Product that has been modified or altered in any manner.