



LIMITED TWO-YEAR WARRANTY

eGlassWindows.com Vinyl Fixed Windows

This warranty ("Warranty") is provided by eGlassWindows.com ("the Company") and applies to the eGlass vinyl picture window with switchable LC Privacy Glass ("the Product") sold by the Company. The Warranty is valid for a period of two (2) years from the date of purchase by the original purchaser ("the Customer"). By purchasing the Product, the Customer agrees to the terms and conditions outlined in this Warranty.

1. Coverage

- 1.1. The Warranty covers defects in materials and workmanship of the Product that arise under normal usage and maintenance. This includes any defects in the vinyl frame, switchable privacy glass, hardware, and electrical components.
- 1.2. The Warranty covers the repair or replacement, at the Company's discretion, of any defective parts or the entire Product, free of charge. The Company reserves the right to substitute the defective parts or Product with similar components or products of equal or superior quality.
- 1.3. The Warranty begins on the date the product is shipped from the Company factory.

2. Exclusions

- 2.1. This Warranty does not cover damage resulting from:
 - a) Improper installation, handling, or maintenance of the Product.
 - b) Excessive overvoltage to the controllers and the glass.
 - c) Failures due to improper hook-up, wiring and devices not specifically provided by or approved by eGlassWindows.com.
 - d) Misuse, abuse, or negligence by the Customer.
 - e) Alterations or modifications made to the Product without prior authorization from the Company.
 - f) Damages due to acts of nature, including fire, flood, earthquake, lightning, or other external causes.
 - g) Damage caused by accident, abuse, external causes or power surges.
- 2.2. The Warranty does not cover any additional costs associated with the repair or replacement of the Product, such as transportation, labor, or installation charges.

3. Limitations

- 3.1. This Warranty is non-transferable and only applies to the original Customer who purchased the Product.
- 3.2. The Warranty does not extend beyond the two (2) year period from the date the product is shipped from the Company factory.
- 3.3. The Company is not liable for any consequential, incidental, or indirect damages arising from the use or inability to use the Product.
- 3.4. The Company does not guarantee that the switchable privacy glass will function flawlessly at all times, as its performance may be affected by factors beyond the Company's control, such as power outages or electronic interference.
- 3.5. The Company does not guarantee that when replacing the switchable privacy glass under The Warranty, there will be an exact color match to the original glass. Slight color variations may occur due to change in die lots and/or product upgrades.

4. Claim Process

- 4.1. To initiate a warranty claim, the Customer must contact the Company's customer service department within the Warranty period.
The Customer should provide the following information:
 - a) Proof of purchase (e.g., receipt, invoice).
 - b) Detailed description of the defect or issue.
 - c) Clear photographs or videos showcasing the defect, if applicable.
- 4.2. The Company may request additional information or may arrange for an authorized representative to inspect the Product.
- 4.3. If the defect is covered under the Warranty, the Company will, at its discretion, repair or replace the defective part(s) or Product.
- 4.4. The Company reserves the right to refuse warranty claims that do not meet the criteria outlined in this Warranty.

5. Governing Law

This Warranty shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising from or related to this Warranty shall be subject to the exclusive jurisdiction of the courts of Nassau County, NY.

By purchasing the Product, the Customer acknowledges and agrees to be bound by the terms and conditions of this Warranty. This Warranty represents the complete and exclusive statement of the warranties provided by the Company for the Product, and it supersedes all prior or contemporaneous oral or written communications, understandings, or agreements.