Vertex Collection Express Limited Warranty

This Vertex Collection Express Limited Warranty applies to all windows and doors manufactured or supplied by Elephant Windows & Doors Inc. when purchased through an authorized channel and installed within the United States.

R70 / R90 screen coverage is governed by the Fusion warranty.
See the controlling revision on the next page. Effective November 9, 2026.







Warranty Revision

EFFECTIVE DATE AND PRIORITY

This revision applies to orders accepted on or after November 9, 2026. Earlier orders retain the warranty commitments applicable when accepted. This revision does not retroactively reduce existing rights. The provisions on this page replace conflicting provisions in the following warranty. Other coverage periods and terms remain unchanged.

COVERAGE START DATE

All stated coverage periods begin when the product is first delivered to the original purchasing customer or that customer's authorized recipient at the agreed delivery location. For customer pickup, the pickup date applies. Delivery or pickup records establish the date. Deposits, factory shipment, and later installation do not determine or extend the start date. Proper storage and protection remain required. Replacement parts retain only the remaining original coverage period. Every reference in the following warranty to a period beginning at shipment, receipt in California, or another start date is replaced by this rule.

SCREENS AND SCREEN DOORS

Screens and screen doors do not receive this collection's general window or door coverage. R70 and R90 have a separate eighteen (18) month limited warranty under the Fusion Collection warranty, including for material or manufacturing defects in supplied mesh, frames and operating components. Other screen and screen-door models have no additional Elephant express limited warranty. Rights that cannot lawfully be excluded remain unaffected. Screen doors belong to the Fusion Collection. Any blanket exclusion of screens in the following text is subject to this R70/R90 exception. The collection-specific exclusions do not cancel that independent coverage.

PRESERVATION OF LEGAL RIGHTS

Nothing in this warranty excludes or limits rights or remedies that cannot lawfully be excluded, including applicable implied warranties. Any contrary disclaimer of implied warranties, blanket 'AS IS' exclusion for custom products, or statement purporting to negate legally binding express warranties does not apply. Customization alone does not eliminate the expressly stated coverage; any product-specific variation must be clearly disclosed and agreed in writing before purchase and remain subject to applicable law.

HOW TO READ THE WARRANTY

The following original-format pages retain their original page numbering. This revision is part of the same warranty and controls if the wording differs. Screen-model details are stated in the Fusion Collection warranty available at www.elephant-windows.com/warranties/.

Elephant

Windows & Doors Inc.

Vertex Collection Express Limited Warranty

Elephant Windows & Doors Inc. (“Elephant”), would like to take this opportunity to thank you for purchasing our products.

This Limited Warranty applies to the Vertex® Series of windows and doors shipped on or after the effective date herein, when purchased from an authorized Elephant distributor or dealer and when installed in a structure in the United States.

This Limited Warranty is extended to all first-end users of Elephant products and is transferable to subsequent end users for the remainder of the stated warranty period for the products as installed in the original structure.

If the products are installed, finished, maintained, and operated in accordance with Elephant’s instructions, the products as manufactured shall be free from defects in material and workmanship that would render them unserviceable or unfit for the ordinary use for which each window or door is manufactured.

For covered products, Elephant will repair, replace, or refund pursuant to the “Remedy” section below, subject to the terms, conditions, limitations, and exclusions of this Limited Warranty.

All warranty coverage periods begin at the date of shipment from Elephant unless otherwise stated herein.

For California residents, this Express Limited Warranty commences on the date the original products are received by the first end user consumer (“end user”). Builders of spec (speculation) homes who build homes intended for sale on the open market (as opposed to being directly sold to a customer) are considered end users under the terms of this Limited Warranty.

GENERAL PRODUCT

Except as otherwise expressly provided within this Limited Warranty, Elephant warrants that its window and door products will be free from defects in workmanship and materials that would render them unserviceable or unfit for the ordinary use for which they are manufactured for a period of ten (10) years from the date of shipment.



INSULATED GLASS

Insulated glass units supplied and delivered by Elephant that are under sixty (60) square feet are warranted for a period of twenty (20) years from date of shipment for visual obstructions as a result of the failure of the insulated glass seal. If a failure occurs, Elephant will provide replacement glass only, free of charge, for a period of twenty (20) years.

Non-tempered glass under sixty (60) square feet shall be free from stress cracks resulting from defects in workmanship or material for a period of five (5) years from date of shipment.

Other insulated glass, including, but not limited to, sizes sixty (60) square feet and larger, laminated glass with interlayers, colored glass, bent glass, art glass, electrochromic glass, Polymer Dispersed Liquid Crystal (PDLC), and other specialty insulated glass carry the same warranties that Elephant receives from its suppliers. Specific glass warranties will be listed with the quote.

This Limited Warranty does not cover changes in thermal efficiency or the amount or percentage of argon, or other inert gas present in insulating glass. Inert gas dissipates over time and may be ineffective in products with capillary tubes.

SURFACE FINISH – ALUMINUM

The Vertex® Series is available in a painted, pre-treated painted, or anodized finish.
The performance of the painted finishes when exposed to normal atmospheric conditions is warranted against cracking, checking, or peeling for twenty (20) years from date of shipment. Additionally, the finishes are also warranted for twenty (20) years from date of shipment against color fade in excess of seven (7) Delta E and paint chalking in excess of an ASTM number six (6) rating per procedures listed in AAMA's related performance specification.
Anodized finishes are warranted to resist cracking, checking, or fading for a period of ten (10) years from shipment.
Metallic paint colors and structure metallic paint colors are warranted against manufacturing defects resulting in loss of adhesion only for a period of ten (10) years from the date of shipment from Elephant.

AREAS OF HIGH SALT CONCENTRATION

In areas of high salt concentration (defined as locations within 5,000 feet of a saltwater shoreline at mean high tide and/or other saltwater and/or corrosive environments) the exterior finish of the following products are warranted to be free from manufacturing defects that result in abnormal corrosion or loss of adhesion of the exterior finish for a period of ten (10) years from shipment.
Abnormal corrosion is defined as damage to the finish, such as peeling, flaking, or blistering beyond what normally occurs in high salt concentrated areas.
Conditions in high salt concentration areas are very corrosive, and it is normal for more deterioration to occur in these areas than in other environments.
Elephant's maintenance requirements for finishes in such environments must be followed in order for this warranty to be in effect.

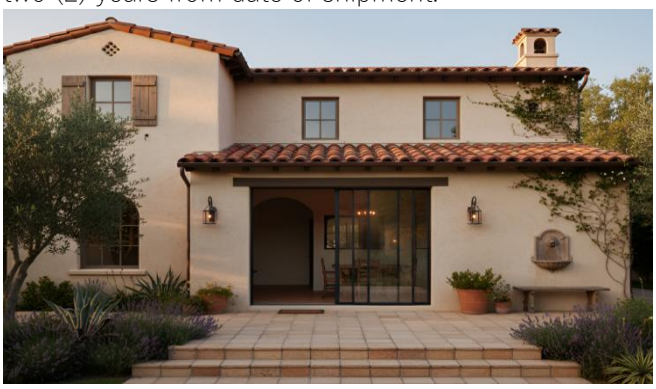
REMEDY

This Limited Warranty is not a warranty of future performance, but only a warranty to repair, replace, or refund.Upon receipt of a claim that is covered and not excluded pursuant to the terms herein, Elephant will, at its option:
(1) repair or replace the product or component, or
(2) refund the price received by Elephant for the product or component.
Product removal, installation, finishing, refinishing, and disposal costs and services are not included in this Limited Warranty. Labor and travel expenses are not covered under this Limited Warranty.
The remedies provided by this Limited Warranty apply only when the Elephant products have been paid for in full, installed, finished, maintained, and operated in accordance with Elephant's instructions and pursuant to all other terms, conditions, and exclusions provided herein.
Elephant will make all attempts to supply original replacement parts; however, replacement parts may differ from the original parts.
The warranty period for replacement products, including any upgrades thereto, furnished pursuant to this Limited Warranty, will be limited to the remainder of the warranty period provided for the original product.
Thus, receipt of replacement products does not re-start the warranty coverage period.

HARDWARE AND OTHER PRODUCT PARTS AND COMPONENTS

Elephant warrants that the mechanical operation of the hardware in the window and door products will be free from defects rendering the operation unfit for ordinary use for a period of ten (10) years from the date of shipment.
Likewise, stainless steel hardware, or hardware specially coated to be protected in or installed in areas of high salt concentration, will be free from defects that result in abnormal finish deterioration for ten (10) years from the date of shipment.
Elephant warrants that the electronic hardware operation, sensors and integration componentry and other motorized accessories, window opening control devices and weatherstripping in its window and door products will be free from defects in workmanship and materials which would render them

unserviceable or unfit for ordinary use for a period of two (2) years from date of shipment.



WARRANTY EXCLUSIONS AND LIMITATIONS

Elephant offers NO WARRANTY for any of the following:

• Defects and/or damage caused by improper or inadequate handling, shipping, installation, storage, job site finishing, and/or failure to follow Elephant maintenance requirements.

• Improper use, negligence, abuse, or normal wear and tear.

• Use exceeding product design performance standards.

• Products manufactured to customer specifications inconsistent with Elephant standards.

• Products modified by others.

• Field finishes or field mulls.

• Allowable glass imperfections per ASTM or industry standards.

• Spontaneous breakage of tempered glass.

• Condensation, mold, mildew, or environmental effects.

• Corrosion from aggressive environments.

• Improper cleaning methods.

• Structural movement or settlement.

• Improper installation systems or lack of drainage.

• Safety-related incidents (screens do not prevent falls).

• Defects and/or damage caused by improper or inadequate: handling, non-Elephant shipping delivery, installation, field glazing, storage, job site finishing, and/or failure to follow

Elephant maintenance requirements.

• Improper use or application of the product, negligence, abuse, normal wear and tear, or damage due to environmental or natural elements.

• Claims relating to or resulting from the product’s installation or use in applications which exceed the product’s performance design standard.

• Products manufactured using specifications and/or

designs specified by or on behalf of the end user which are inconsistent with Elephant’s standard specifications.

• Products which have been modified by others.

• Field mulls and field finishes.

• Dual pane insulated glass without capillary tubes installed more than 5,000 feet above sea level, or triple pane insulated glass without capillary tubes installed more than 3,500 feet above sea level.

• Allowable glass imperfections as outlined in ASTM or other industry standards which do not affect structural integrity including, but not limited to, glass color and tempered glass distortions.

• Stepped edge insulated glass units.

• Spontaneous breakage of tempered glass.

• Rattling or movement of grilles/bars in the airspace,

glass having field-applied films or coatings, or incorporating night insulation.

• Claims relating from condensation, frost, mold, mildew, or fungus on product surfaces.

• Unapproved products, finishes, or glass installed/used near swimming pools, whirlpool tubs, spas, or other high humidity, aggressive atmosphere areas, or sources of chlorine, except for Pre-Ano painted finishes which are not excluded here.

• Variations in the color of anodized finishes. Anodized portions of the product will vary due to aluminum alloy and factors in the anodization process.

• Normal wear of the product or normal discoloration of finishes including, but not limited to, anodized finishes and the tarnishing of brass and/or oil-rubbed finishes.

• Exterior screens and hardware not specifically designated for use when installed in salt water or aggressive atmosphere conditions.

• Any product installed into a system or structure which does not allow for proper moisture management or

proper drainage of moisture, such as Exterior insulation and Finish Systems (EIFS), also known as synthetic stucco or other like barrier types of construction.

• Corrosion (except for abnormal corrosion discussed above), wear, or failure of components due to environmental conditions such as air pollutants, acid rain, chemicals, accumulation of concentrated salt deposits, or exposure to other highly corrosive or abusive substances when incorrect finish is specified.

• Products which have been cleaned with razor blades, brick wash, or other inappropriate cleaners or chemicals.

• Temporary thermal expansion, bowing, or twisting resulting from direct sunlight and/or significant differential between indoor and outdoor temperatures of units in high heat conditions.

• Units that are not properly weeped to avoid accumulation of moisture or water.

• Damage due to contact with certain metals, woods or other materials which can cause a galvanic or corrosive reaction.

• Products installed without sill pans when industry standards and building codes require the use of sill pans.

• Products that have been stressed and strained from job site handling building movement or settlement.

• Products with improperly installed security systems.

• Claims relating to personal or other injury resulting from falls from windows whether or not the windows encompassed screens and/or window opening control devices (WOCD). Screens are NOT designed to prevent falls. WODCs must be tested monthly, and children must be supervised near open windows.

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

This express limited warranty is the only warranty offered by elephant windows & doors inc. (“elephant”) for the products and effective date referenced herein and is exclusive and in lieu of any other warranties, whether express or implied. Elephant disclaims and excludes all other express warranties, and, to the extent permitted by law, disclaims and excludes all warranties implied by law, including, without limitation, any implied warranties of merchantability, noninfringement, and fitness for a particular purpose.

To the extent that applicable law prohibits the exclusion of implied warranties, the duration of any implied warranties (including, but not limited to, implied warranties of merchantability, noninfringement, and fitness for a particular purpose) relating to the products shall be limited to the applicable warranty period for that product.

Any oral or written description of the products or performance standards shall not be construed as an express warranty. Elephant shall not be liable to the end user of the product, or to anyone claiming under such user, or any other party, for any other remedies, obligations, or liabilities arising out of breach of contract or warranty, negligence, or other tort, or any theory of strict liability, with respect to the product or elephant’s acts or omissions or otherwise.

Elephant’s aggregate liability with respect to any product and this limited warranty shall be limited to the amount actually paid to elephant for such product. Any custom product manufactured according to customer specifications and outside of elephant’s standard specifications is provided “as is” and without any warranty.

Under no circumstances shall elephant be liable for any costs of shipping, taxes, or labor associated with disassembly, removal, reinstallation, on-site testing, painting, staining, or any other activity necessary in connection with the reinstallation or use of the product, unless expressly provided otherwise in this warranty.

CERTIFICATIONS AND PRODUCT RATINGS

Products manufactured by Elephant Windows & Doors Inc. (“Elephant”) may be tested and certified by independent, third-party organizations. Such certifications are based on the performance of a representative sample of the product at the time of

manufacture and may include ratings issued by the National Fenestration Rating Council (NFRC).
NFRC ratings are derived from a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to individual products only; however, certain factory-assembled or combined product configurations may also be certified.
The actual performance of installed products may vary from the certified sample and may change over time due to environmental conditions, installation variables, and normal wear and use.
CERTIFICATIONS AND NFRC RATINGS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE WARRANTIES OF PERFORMANCE OR ANY OTHER KIND.

SUITABILITY

In addition to complying with all terms and conditions of this Limited Warranty, the end user must satisfy the following obligations in order to be eligible for coverage under this Limited Warranty.
Prior to using or permitting use of the Product, the end user shall determine the suitability of the Product for its intended use, and the end user assumes all risks and liabilities whatsoever in connection therewith.
It is the responsibility of the customer to assess all applicable site and environmental conditions, including but not limited to weather conditions, water drainage requirements, and the structural integrity of the building or structure into which the Products are installed.
Elephant Windows & Doors Inc. (“Elephant”) is not responsible for determining product suitability, compliance with local, state, or other applicable building codes, regulations, or standards, nor for the design or installation of any flashing, waterproofing, or sealing systems.
Elephant shall not be liable for any defects, damages, or issues arising from or related to improper or inadequate building design, construction, installation, maintenance, or product selection.
The end user agrees to inspect and evaluate the Product promptly upon delivery to ensure compliance with all specifications, quality standards, and requirements applicable to the intended use. Any nonconformity or defect that is reasonably discoverable upon inspection must be reported in accordance with the terms of this Limited Warranty.
Elephant shall have no post-sale duty to warn the end user or any third party regarding any aspect of the Product or its use.

PRODUCT IMPROVEMENTS

Elephant Windows & Doors Inc. (“Elephant”) reserves the right to modify, discontinue, or make changes to its Products or any components thereof at any time, without obligation to incorporate such changes, modifications, or improvements into Products manufactured or sold prior to the implementation of such changes.



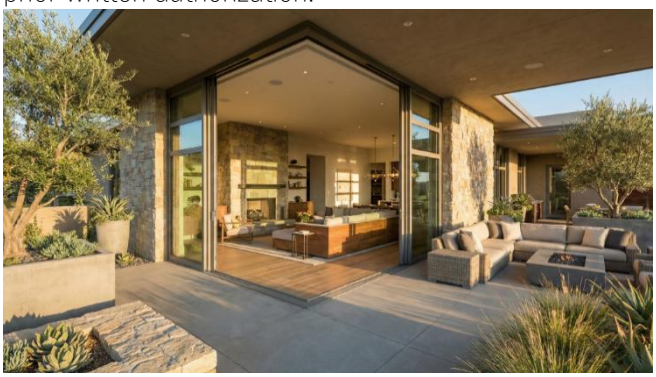
NO WAIVER; SEVERABILITY

Elephant Windows & Doors Inc. (“Elephant”) may, in its sole discretion, extend benefits or remedies beyond those expressly provided under this Limited Warranty as a courtesy or goodwill gesture. Any such extension shall apply only to the specific instance for which it is granted and shall not constitute a waiver of Elephant’s right to strictly enforce any exclusions, disclaimers, or limitations set forth in this Limited Warranty in any other instance or circumstance.
The provisions of this Limited Warranty are severable and shall be independently enforceable. If any provision of this Limited Warranty is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions,

which shall remain in full force and effect.

PROCEDURE FOR CLAIMS

Written notice of any claim under this Limited Warranty must be provided by the end user to Elephant Windows & Doors Inc. (“Elephant”) within thirty (30) days of discovery of the claimed condition, and in any event, within the applicable warranty period. Such notice shall be submitted to Elephant at:
Elephant Windows & Doors Inc.
3233-B De La Cruz Blvd
Santa Clara, CA 95054
Phone: +1 (408) 656-7976
Website: www.elephant-windows.com
No warranty coverage shall apply in the absence of such timely written notice.
Upon receipt of such notice, Elephant, or its authorized distributor or dealer, may inspect and evaluate the claimed condition and shall advise the customer regarding the disposition of the claim.
Elephant shall not be liable for any Product that has been repaired, altered, or replaced without Elephant’s prior written authorization.



NOTICE OF RIGHTS

Some states do not allow limitations on the duration of an implied warranty, and some states do not allow the exclusion or limitation of incidental or consequential damages. Accordingly, the above limitations or exclusions may not apply in whole or in part in certain jurisdictions.
This Limited Warranty provides the end user with specific legal rights. The end user may also have other rights which vary from state to state.

No distributor, dealer, agent, or representative of Elephant Windows & Doors Inc. (“Elephant”) has the authority to modify, expand, or alter the terms of this Limited Warranty in any manner, whether orally or in writing, except through a written agreement signed by an authorized officer of Elephant.

CLASS ACTION WAIVER

Any dispute resolution proceeding arising out of or relating to this Limited Warranty or the Products shall be conducted solely on an individual basis and not on a class, collective, or representative basis. The end user expressly waives any right to participate as a plaintiff or class member in any purported class action, collective action, or representative proceeding.
Any such proceeding shall not be consolidated with any other action or proceeding involving Elephant Windows & Doors Inc. (“Elephant”) or any other entity or person.

GOVERNING LAW

This Limited Warranty and all claims brought hereunder shall be governed by and construed in accordance with the internal laws of the State of California, without regard to its conflict of laws principles. Any action, claim, suit, or proceeding arising from or relating to this Limited Warranty shall be litigated solely and exclusively before the United States District Court for the Northern District of California. The parties consent to the personal jurisdiction of such court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. § 1404 or 1406 (or any successor statutes thereto) or the doctrine of forum non conveniens. In the event that the United States District Court does not have subject matter jurisdiction over such matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Santa Clara County, California, and the parties consent to the personal jurisdiction of such courts for the purpose of such litigation.