



## Viroks Inc. dba HERRERO™ Doors & Windows Limited Warranty

**IMPORTANT:** It is extremely important that you read the entire Herrero™ & Viroks Inc. Limited Warranty prior to purchasing and/or installing any Viroks Inc. dba Herrero™ and/or Viroks Inc. Products. A copy of this Limited Warranty will be provided prior to the purchase of the product and can be found on the Herrero™ Steel Doors and Windows website: [www.herrerodoors.com](http://www.herrerodoors.com). The purchase, installation and/or use of this product indicates the you are acknowledging that this Limited Warranty is part of the terms and conditions of the sale. Viroks Inc dba Herrero provides the following warranty to the owner of the Product at the time of delivery ("Owner"). The warranty transfers to only the first owner of the residential structure upon occupancy. This warranty applies to Product delivered for installation in the United States (excluding the Hawaiian Islands) after January 1st, 2024.

RELATING TO ALL PRODUCTS and/or SERVICES (THIS INCLUDES ALL Viroks Inc. dba Herrero™ and/or Viroks Inc. PRODUCTS AND RELATED SERVICES) YOU WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES IN ALL RELATED MATTERS. In addition, if your product(s) were purchased directly or indirectly from an Viroks Inc. dba Herrero™ and/or Viroks Inc. Products Branded Distributor/Representative, you and the Branded Distributor/Representative agree to Arbitrate Disputes arising out of or relating to Your Products and/or Services as purchased. Products and waive the right to have a court or jury decide Disputes. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR VIROKS INC. dba HERRERO™ STEEL DOORS AND WINDOWS and/or VIROKS INC. CUSTOM DOOR PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Viroks Inc. dba Herrero™ and/or Viroks Inc. Products no later than ninety (90) calendar days from the date of purchase or otherwise have taken ownership of your PRODUCTS and/or SERVICES as purchased. To opt out, you must send notice by email to [doors@herrerodoors.com](mailto:doors@herrerodoors.com), with the subject line "Arbitration Opt Out" or by calling 714-776-5555 and documenting your request for "Arbitration Opt Out". Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to the Products and/or Service as purchased. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [www.Herrerodoors.com/arbitration](http://www.Herrerodoors.com/arbitration) or email to Viroks Inc. dba Viroks Inc.-Herrero with the subject line: "Arbitration Details" or call 714-776-5555. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [www.herrerodoors.com/arbitration.php](http://www.herrerodoors.com/arbitration.php)

Viroks Inc. dba Herrero™ and/or Viroks Inc. Products supports our customers with a warranty that covers defective conditions based on industry standards of acceptability. We take a fair and objective view of any warranty situation, but it is important to understand that a warranty does not cover any and all problems that may occur. We urge you to call if you have questions or need further clarification on our warranty conditions or relating to any specific situation that you may encounter. We can require that an inspection be made by one of our employees prior to adjustment or replacement. We can respond quickly and efficiently if you provide the following information: your name, estimated purchase date and invoice number, the address of where the product is located, and best time to contact you. In addition, please provide a brief description of the apparent problem along with photographs and/or videos per the request of the service or operations manager.

Viroks Inc. dba Herrero™ and/or Viroks Inc. Custom Doors and Windows LIMITED WARRANTIES VIROKS INC. dba HERRERO™ STEEL DOORS AND WINDOWS and/or VIROKS INC. CUSTOM DOOR PRODUCTS makes the following exclusive express Limited Warranties for products purchased on or after January 1st, 2024 and installed in owner-occupied or new construction single and multi-family homes in United States, subject to the stated conditions and limitations.

Viroks Inc. dba Herrero™ and/or Viroks Inc. Products warrants all Goods against

- i. Manufacturing defects for ten (10) years on the iron door/window sash structure and frames
- ii. Custom manufacture Finish for three (3) years and one (1) year on specific areas, See below for finish warranty.
- iii. Insulated glass unit seals. ten (3) years, See below for glass warranty.
- iv. Hardware.

i. **Manufacturing defects – Ten years (10 ten) Limited Warranty**

Viroks Inc. dba Herrero™ and/or Viroks Inc. Products, at its sole discretion, will repair at a place of its choosing or replace all warranted defective goods. This warranty begins on the date of the product's delivery. All related warranties may be rendered null and void at Sellers discretion if or when installations done by parties or entities other than Viroks Inc. dba Herrero by Viroks Inc. or their certified installers are determined to be faulty in workmanship resulting in damage to the product. This relates to any installation NOT done by Viroks Inc. dba Herrero™ and/or Viroks Inc. Products or done by an Approved Installer and is directly related to damage caused to windows and/or doors due to improper installation or other



jobsite incidents. We reserved the right to inspect all window and door installations done by a third party upon completion of installation. All windows and doors are inspected prior to delivery and signed off by the customer and/or their representatives at the time of delivery as to the state of the condition of product(s) being in good condition at said time of delivery.

All products sold by the Company are “custom handmade” and as such contain slight “variations” in form, functionality, and finish. All product finishes may age relative to exposure. The finish is warranted against flaking or peeling from normal wear and tear. Our products need to be cleaned with a mild soap and water mixture, the cleaning with harsh chemicals including ammonia-based products (e.g., glass cleaner) may damage the finish. Windows and Doors installed in coastal areas must be ordered for coastal application and manufactured for such conditions, as specified by the Company. Coastal door hinges require oil at least on an annual basis. Please refer to our maintenance and cleaning tips provided by the Company, also available online at [www.herrerodoors.com](http://www.herrerodoors.com). For all windows and doors that are to be installed in coastal areas or regions there are special considerations as to the exposure to salt air and excessive moisture that should be communicated in advance of manufacturing to the Company. The Company will take extra steps to make sure that the product is made to standards that are best for said environments and will communicate the proper care and handling of said product.

**ii) Factory Finish – Three years [3-three] Limited Warranty**

All products sold by Viroks Inc. dba Herrero™ and/or Viroks Inc. Products are “custom handmade” and as such contain slight “variations” in form, functionality, and finish. All product finishes may age relative to exposure. The finish is warranted against flaking or peeling from normal wear and tear. Our products need to be cleaned with a mild soap and water mixture, the cleaning with harsh chemicals including ammonia-based products (e.g., glass cleaner) may damage the finish. Doors installed in coastal areas must be ordered for coastal application and manufactured for such conditions, as specified by Viroks Inc. dba Herrero™ and/or Viroks Inc. Products. Coastal door hinges require oil on at least an annual basis. Please refer to our maintenance and cleaning tips provided by Herrero™ Steel Doors and Windows and/or Viroks Inc. Custom Doors, also available online at [www.herrerodoors.com](http://www.herrerodoors.com). For all windows and doors that are to be installed in coastal areas or regions there are special considerations as to the exposure to salt air and excessive moisture that should be communicated in advance of manufacturing. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products will take extra steps to make sure that the product is made to standards that are best for said environments and will communicate the proper care and handling of said product.

Viroks Inc. dba Herrero™ and/or Viroks Inc. Products warrants our products from corrosion with factory a galvanizing process and our applied industrial paint for three (3) years from the date of initial purchase for non-coastal projects and one (1) year for coastal projects. Upon delivery of the products as provided the Purchaser or their representatives agree to inspect all windows and doors for defects and for freight damage. Should the factory pre-finish be proven defective, we will, at our option refinish the product or pay up to \$200.00/unit to the current owner. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products factory paint finish is one of the best in the industry, loss of gloss retention due to sun light and the elements is not considered a defect and will occur over time.

Viroks Inc. dba Viroks Inc.-Herrero warrants that all factory-applied paint finishes to steel door panels or door frames by Viroks Inc. dba Viroks Inc.-Herrero Corporation will be free of any “Finish Defect” for a period of three [3] years from the date of sale by Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer. A Finish Defect includes cracking, peeling, blistering, flaking, chalking, blotchiness, surface contaminant and smudges that occur during the factory-finish process. Fading/change in color shall not be in excess of three [3] “E” units (NBS), calculated in accordance with ASTM 2244. If Viroks Inc. dba Viroks Inc.-Herrero is given notice of such Finish Defect within three [3] years from the date of sale, Viroks Inc. dba Viroks Inc.-Herrero shall, at its sole option: 1) refinish the product (the finish may not necessarily be the same finish as originally applied to the product), 2) furnish labor to replace or repair any defective finish workmanship (and provide replacement materials if Viroks Inc. dba Viroks Inc.-Herrero determines such materials are necessary to make the repairs) or 3) refund the original purchase price of the defective item in question. This Finish Warranty is provided to the original Buyer and may not be assigned or transferred, although the limitations of liability set forth herein apply to all sales and persons. Viroks Inc. dba Viroks Inc.-Herrero warrants that all factory-applied hand patina finishes to door panels, or door frames by Viroks Inc. dba Viroks Inc.-Herrero Corporation will be free of any “Finish Defect” for a period of [1] year from the date of sale by Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer. A Finish Defect includes cracking, peeling, blistering, chalking, surface contaminant and smudges that occur during the factory-finish process. A Finish Defect does not include fading due to UV or sunlight exposure or variation in stain absorption due to grain, color and texture differences in the surface. If Viroks Inc. dba Viroks Inc.-Herrero is given notice of such Finish Defect within one [1] year from the date of sale, Viroks Inc. dba Viroks Inc.-Herrero shall, at its sole option: 1) refinish the product (the finish may not necessarily be the same finish as originally applied to the product), 2) furnish labor to replace or repair any defective finish workmanship (and provide replacement materials if Viroks Inc. dba Viroks Inc.-Herrero determines such materials are necessary to make the repairs) or 3) refund the original purchase price of the defective item in question. This Finish Warranty is provided to the original Buyer and may not be assigned or transferred, although the limitations of liability set forth herein apply to all sales and persons. Patina finish is a customized stain patina over a galvanized coating over steel. The patina is a faux finish and has random variations depending on color chosen.



Patina sample chips represent the colors and tones desired, and the actual Product finish may not be an exact match to the sample chip.

Environmental conditions can cause premature failure of the patina or paint finish coat if not properly maintained by the Owner. More frequent maintenance may be required for Products depending on their installation location and exposure to adverse environmental conditions. For coastal installations, Products should be rinsed as necessary to prevent excessive salt deposit build up which could lead to premature failure of the finish coat. Premature failure of the finish due to lack of maintenance is not covered under this Warranty.

**CONDITIONS APPLICABLE TO VIROKS INC. DBA HERRERO<sup>®</sup> FACTORY-PREFINISHED PRODUCTS AND THIS FINISH WARRANTY FOR ANY PRODUCT FROM VIROKS INC. DBA HERRERO.**

**iii) Insulated Glass units – Three years [3 – three] Limited Warranty**

The glass Manufacturer warrants the glass from fogging as a result of normal operation for a period of three (3) years. Scratches and other damage on glass or door finish as a result of pets or foreign objects or chemicals are not covered under this warranty. All glass shall be free from permanent obstructions in accordance with the ASTM standards. The insulated glass seal is warranted for three (3) years from the date of delivery by either the glass manufacturer or its authorized dealer, distributor and/or representative. Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products shall, at its option repair or ship replacement glass. In case a full replacement of the insulated glass is required Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products will only be responsible for the replacement of the original product as per the signed and approved CAD drawing(s). In no instance shall Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products be responsible for any indirect, consequential, or incidental damages. The glass manufacturer provides the warranty with respect to its insulated glass units to CUSTOMER (hereinafter call "PURCHASER"), and to no other company or person. Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products insulated glass units will be warranted against seal failure only if installed in the unit by an approved process or an approved installer. Flaws in the glass will follow the 'ten (10) feet rule'. This means that any blemish shall not be detectable at a distance greater than ten (10) feet, when looking at the glass perpendicular to it using daylight or with background light suitable for observations of the blemishes, per ASTM Glass Standards for the Luxury Building Industry.

The glass Manufacturer warrants to PURCHASER for a period of Three (3) years from date of manufacture and under normal conditions, the insulated glass units shall be free of material and workmanship defects. The glass manufacturer further warrants the seal of the unit(s) against failure resulting in the material obstruction of vision through the units due to an accumulation of dust, moisture, or chemical film on internal glass surfaces, with the following exceptions:

Seal failure due to glass breakage; unit(s) which have not been installed in a workmanlike manner and glazed in accordance with the GANA Glazing Manual; unit(s) used or installed in high-moisture environments, i.e. in swimming pool enclosures, greenhouses, solar collectors and refrigeration enclosures; unit(s) used or installed in high vibration environments, i.e. motor vehicles, travel trailers, water craft or aircraft; unit(s) installed with incompatible sealant materials; units that are in excess of the **Chart of Limitations** (see below) and unit(s) that have been structurally glazed. We may at our discretion make an exception for silicone sealed units.

**Chart of Limitations**

To avoid the problems normally experienced with shipping or installation in higher elevations (2,000 to 4,000'), the unit(s) must be equipped with a breather tube to balance atmospheric pressure differentials to the installed altitude. Any unit(s) exposed to moisture conditions prior to installation will not be covered by this

3.0 mm / Any Spacer	20 sq. ft. max.; long dimension under 84"
4.0 mm / 6 mm Spacer	20 sq. ft. max.; long dimension under 84"
4.0 mm / 8 mm Spacer	30 sq. ft. max.; long dimension under 84"
5.0 mm / 6 mm Spacer	20 sq. ft. max.; long dimension under 96"
5.0 mm / 8 mm Spacer	35 sq. ft. max.; long dimension under 120"
6.0 mm / 6 mm Spacer	20 sq. ft. max.; long dimension under 96"
6.0 mm / 8 mm Spacer	50 sq. ft. max.; long dimension under 144"

warranty. This limited warranty contained herein is in lieu of all other warranties, either express or implied, including all warranties of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed. This warranty may not be changed except in writing by a duly authorized officer of Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products. The glass manufacturer specifically makes no warranty as to the suitability of the unit(s) for any application. All warranty claims arising within the applicable period must be presented in writing as soon as possible to the glass manufacturer, accompanied where practical by proof of purchase.

Glass Cleaning: Glass can be cleaned and maintained by hand washing with non-abrasive, ordinary domestic glasscleaning solutions. Note that tempered and heat strengthened glass is softer and scratches easier than annealed glass. Do not allow metal parts of the cleaning equipment to touch the glass surface, and make sure that



no abrasive particles are trapped between the glass and the cleaning materials. Do not use harsh chemical or acidic cleaners, abrasives, opaque liquid cleaning solutions (such as Soft Scrub®), steel wool, or razor blades.

Sealants: If cracks or voids are present, remove the existing sealant and replace with the same sealant. Please contact Herrero for information on the proper procedure and sealant for your project. Perimeter sealants (sealant between the window/door frame and the adjacent building material) are not part of the window or door product but should be maintained as well.

**iv) Hardware – One year [1-one] Limited Warranty**

For 1 year from the start date, Viroks Inc, dba Herrero will repair or replace hardware exhibiting workmanship or manufacturing issues.

All Iron door products exposed to below freezing climates may sweat on the interior of the door depending on the humidity level in the home. This is not considered to be a defect with the door. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products assumes no liability for any labor charges regarding the installation, removal, or reinstallation of doors. This warranty is strictly limited to the cost of repair or replacement of the product and Viroks Inc. dba Herrero™ and/or Viroks Inc. Products assumes no other liability. Locksets, hardware, and other door components are covered under the conditions of the separate hardware warranties.

Claims under this Limited Warranty must be made in writing within the period of this warranty and prior to the beginning of any repair work to: Customer Services, Viroks Inc., 1505 N State College Blvd, Anaheim, CA 92806. Claims must detail the date and location of purchase, THE NATURE OF THE PROBLEM, and the name, address and telephone number of the person making the claim. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products reserves the right and must be given at least a thirty (30) day opportunity to have any door which is the subject of a warranty claim field inspected by an Viroks Inc. representative or authorized dealer.

**THIS LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OF PRODUCTS OR TO THE ORIGINAL PURCHASER OF THE STRUCTURE INTO WHICH SUCH PRODUCTS ARE INSTALLED.**

This Limited Warranty sets forth Viroks Inc. dba Herrero™ and/or Viroks Inc. Products maximum liability for its steel and/or iron products. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products makes no other warranty, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to its products except as set forth above. No distributor, dealer or representative has the authority to change or modify this Limited Warranty. In no instance shall Viroks Inc. be responsible for indirect, consequential, or incidental damages.

This warranty gives you specific legal rights, and you may have additional rights, which vary from state to state. Some states do not allow the exclusion or limitation of implied warranties or of incidental or consequential damages, so the limitation or exclusion may not apply to you. IN SUCH CASE, THE DURATION OF ANY IMPLIED WARRANTY SHALL BE THE SAME AS THAT OF THE EXPRESSED WARRANTY STATED HEREIN.

All warranty returns must have Viroks Inc. dba Herrero™ and/or Viroks Inc. Products authorization before the product(s) are shipped back. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products requires that any return be given prior authorization by your Viroks Inc. dba Herrero™ and/or Viroks Inc. Products sales representative, customer services representative, distributor or by the Viroks Inc. dba Herrero™ and/or Viroks Inc. Products home office before returning items for warranty claim or credit. A completed Return of Merchandise Authorization issued by Viroks Inc. dba Herrero™ and/or Viroks Inc. Products must accompany all returns.

**DISCLAIMER — WHAT THIS LIMITED WARRANTY DOES NOT COVER**

Viroks Inc. dba Herrero™ and/or Viroks Inc. Products Limited Warranty does not cover product that has been rendered unusable due to damage or mishandling. A significant percentage of the items returned to Viroks Inc. dba Herrero™ and/or Viroks Inc. Products for warranty claim is product that has been damaged or mishandled after shipment. Viroks Inc. dba Herrero™ and/or Viroks Inc. Products will not recognize such situations as legitimate claims covered under this warranty.

**1) Product failure, loss or damage due to:**

- Normal wear and tear from product usage or age, including normal wear and tear of weatherstrip.
- Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Mechanical abrasion to finishes.
- Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
- Structural settlement, movement or vibration.



- Warping less than 1/4 inch, which is deferred for twelve [12] months, as the door panel takes time to adjust to local humidity levels.
- Products or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Damage caused by failure to properly finish all door panel, sidelight, transom, molding, light rim and frame surfaces, and jambs within thirty [30] days of installation — including products stored in excess of thirty [30] days.
- Damage caused by inappropriate finishes, solvents, brick wash or cleaning chemicals.
- Acts of God.
- Acid rain or other corrosive elements.
- Salt spray, including exposure to coastal weather conditions.
- Application of after-market window films to glass surfaces.
- Accidents, including accidental glass breakage, not the fault of Viroks Inc. dba Viroks Inc.-Herrero, that results in seal failure.
- Accidents; misuse; abuse; alterations; improper handling, operation or cleaning.
- Pet damage of any kind.
- Damage and/or discoloration, not the fault of Viroks Inc. dba Viroks Inc.-Herrero, to blinds or shades sealed between glass associated with wear and tear through product use, sun exposure, abuse or age.
- Damage to glass as a result of installation at elevations above 5,500 feet.
- Damage caused by high in-home humidity (condensation, frost or mold).
- Products subjected to conditions outside their design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Viroks Inc. dba Viroks Inc.-Herrero Corporation.
- Hardware finishes, including decorative metal accent options (panic bars, self-closing arms, etc..) and wrought iron.
- Viroks Inc. dba Viroks Inc.-Herrero<sup>®</sup> doors, transoms and sidelights installed in non-Viroks Inc. dba Viroks Inc.-Herrero frames; the purchase, damage, repair or replacement of non- Viroks Inc. dba Viroks Inc.-Herrero products.
- Finishing or modifying the structure containing repaired or replaced product.
- Finish failure or any other losses arising from defects in the existing structure.
- The purchase, damage, repair or replacement of non-Viroks Inc. dba Viroks Inc.-Herrero products.
- Lockset hardware is not covered in the Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products warranty. Contact the hardware manufacturer directly for product warranty and maintenance information.
- Products that have not been paid for in full.
- Damage caused by attempts to repair the product, or by any circumstance beyond the control of Viroks Inc. dba Herrero<sup>™</sup> and/or Viroks Inc. Products

## 2) Minor imperfections in the product.

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision. (including random variations in textures, level of opacity, swirls and bubblelike characteristics in decorative glass).
- Minor variations in glass color.
- Natural variations in the color or texture of any steel surface.

## 3) Installation inconsistent with Viroks Inc. dba Viroks Inc.-Herrero<sup>®</sup> Installation Instructions.

- Damage resulting in whole or in part from failure to comply with Viroks Inc. dba Herrero's installation, finishing or maintenance instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Viroks Inc. dba Herrero or not built in accordance with Viroks Inc. dba Herrero's recommendations for mulling and combining Viroks Inc. dba Herrero products.

CONDITIONS APPLICABLE TO ALL SALES OF COVERED VIROKS INC. DBA HERRERO PRODUCTS AND LIMITED WARRANTIES

### Limitation of Warranty.

FAILURE TO COMPLY WITH VIROKS INC. DBA VIROKS INC.-HERRERO INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER AND/OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This Limited



Warranty does not extend to the use of Covered Viroks Inc. dba Viroks Inc.-Herrero Products under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling and in the *Viroks Inc. dba Viroks Inc.-Herrero Architectural Design Manual*, or under conditions not reasonably foreseeable to or beyond the control of Viroks Inc. dba Viroks Inc.-Herrero. Buyer and/or User assume the risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Viroks Inc. dba Viroks Inc.-Herrero Products.

NEITHER VIROKS INC. DBA VIROKS INC.-HERRERO NOR VIROKS INC. DBA VIROKS INC.-HERRERO OR ITS AUTHORIZED DEALER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY. This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15U.S.C. § 2301, in which case the duration of any implied warranties shall be two [2] years from the date of sale by Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the

above limitation may not apply to you, in which event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

#### **Allocation of Risks of Performance for Doors and Windows from Viroks Inc. dba Viroks Inc.-Herrero.**

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Viroks Inc. dba Viroks Inc.-Herrero Corporation is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Viroks Inc. dba Viroks Inc.-Herrero products in accordance with Viroks Inc. dba Viroks Inc.-Herrero Installation Instructions; or the use of Viroks Inc. dba Viroks Inc.-Herrero products in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Viroks Inc. dba Viroks Inc.-Herrero products, as well as the design and installation of flashing and sealing systems, is the responsibility of Buyer and/or User, architect, contractor, installer or other construction professional and is not the responsibility of Viroks Inc. dba Viroks Inc.-Herrero. All risks related to building design and construction, or the maintenance, installation and use of Viroks Inc. dba Viroks Inc.-Herrero products, shall be assumed by Buyer and/or User.

**IMPORTANT NOTICE** — Viroks Inc. dba Viroks Inc.-Herrero products should not be used in barrier wall systems, which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, Viroks Inc. dba Viroks Inc.-Herrero makes no warranty of any kind on and assumes no responsibility for entry doors from Viroks Inc. dba Viroks Inc.-Herrero installed in barrier wall systems. In the states listed above, the installation of Viroks Inc. dba Viroks Inc.-Herrero<sup>®</sup> products in EIFS or similar barrier systems must be in accordance with Viroks Inc. dba Viroks Inc.-Herrero's instructions for that type of construction.

#### **Limitation of Liability.**

This Limited Warranty sets forth the maximum liability for our products. IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION) SHALL VIROKS INC. DBA VIROKS INC.-HERRERO OR ITS AUTHORIZED DEALER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY VIROKS INC. DBA VIROKS INC.-HERRERO PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

#### **Limitation of Remedy.**

THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER, AND THE SOLE LIABILITY OF VIROKS INC. DBA VIROKS INC.-HERRERO AND VIROKS INC. DBA VIROKS INC.-HERRERO OR ITS AUTHORIZED DEALER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF VIROKS INC. DBA VIROKS INC.-HERRERO, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF VIROKS INC. DBA VIROKS INC.-HERRERO OR ITS AUTHORIZED DEALER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products shall be a reasonably similar current product and may not exactly match the original. Even where



Viroks Inc. dba Viroks Inc.-Herrero chooses to repair or replace product within two [2] years of the date of sale, the costs covered by this warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Viroks Inc. dba Viroks Inc.-Herrero product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then Buyer and/or User agree that this limitation of remedy shall not have failed of its essential purpose.

**Limitation of Factory-Finish Warranty.**

FAILURE TO COMPLY WITH VIROKS INC. DBA VIROKS INC.-HERRERO INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER AND/OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This warranty does not extend to finished products subjected to conditions not reasonably foreseeable by Viroks Inc. dba Viroks Inc.-Herrero that exceed the stated performance parameters of the finish and/or product as provided by specific designs provided by the customer. Buyer and/or User assume all risk of any such use. This finish warranty is the exclusive warranty for finishing of a factory-finished door system product from Viroks Inc. dba Viroks Inc.-Herrero. NEITHER VIROKS INC. DBA VIROKS INC.-HERRERO NOR VIROKS INC. DBA VIROKS INC.-HERRERO OR ITS AUTHORIZED DEALER MAKES ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCT FINISH, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS FINISH WARRANTY. This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties shall be two [2] years from the date of sale by Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you, in such event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

**NFRC Standards.**

Viroks Inc. dba Viroks Inc.-Herrero labeled products with the National Fenestration Rating Council (NFRC) Energy Performance label are tested in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. For details on NFRC energy performance ratings, go to NFRC.org.

**Thermal Efficiency:** There is no warranty for the amount or percentage of argon or other inert gas present in insulated glass units at any time after manufacture. Inert gas can dissipate over time and may be ineffective in Products manufactured with capillary tubes. Thermal efficiencies vary with the application of the Product. There is no warranty that a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

**Certification & Testing:** Not all of the Herrero windows and doors lines are AAMA tested or rated. Any structural, wind or water testing is to be done by others. Viroks Inc dba Herrero will not be responsible for any costs associated with the testing and is not responsible for the results.

**No Statement of Useful Life.**

This Limited Warranty is not a statement of the useful life of any Viroks Inc. dba Viroks Inc.-Herrero products.

**Entire Agreement.**

With the exception of a written statement signed by an authorized Viroks Inc. dba Viroks Inc.-Herrero representative, this Limited Warranty and all the terms contained herein constitutes the entire agreement between Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer and Buyer and/or User. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, Buyer and/or User agree that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.

**No Amendment Except in Writing.**

Viroks Inc. dba Viroks Inc.-Herrero or its authorized dealer offers this product, and Buyer and/or User accept it, subject to the foregoing Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of Viroks Inc. dba Viroks Inc.-Herrero.



**CLAIMS UNDER THE WARRANTIES (Limited Lifetime Factory Finish) Prompt Notice of Claim.**

Within the warranty period, Buyer and/or User shall notify Viroks Inc. dba Viroks Inc.-Herrero immediately, and in no case more than one [1] year after any defect or other basis of a claim covered by these Limited Warranties is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which Viroks Inc. dba Viroks Inc.-Herrero did not receive notice within one [1] year from the time the problem first became known, shall be barred.

Limited Warranty Claim Procedure. Claims under these Limited Warranties may be made in writing to Viroks Inc. dba Viroks Inc.-Herrero Corporation, Customer Service Department, 1505 N State College Blvd, Anaheim, CA92806, or by calling for service at 714.776.5555. Claims to Viroks Inc. dba Viroks Inc.-Herrero should include the following information:

1. Claimant's name, address and phone number, and the installation address (if different);
2. A description of the product, purchase price, date and location of purchase, and copies of invoices;
3. The Viroks Inc. dba Viroks Inc.-Herrero serial number located on the insulating glass spacer;
4. A description of the product concerns (photos may be included); and
5. A brief summary of attempts made to address the concerns.

\*\*\*Viroks Inc. dba Viroks Inc.-Herrero may charge a fee for on-site product inspections\*\*\*

Please be aware that any credit due for defective product is not processed and issued until the defective item has been returned to Viroks Inc. dba Herrero™ and/or Viroks Inc. Products. Any required replacement product is invoiced at the regular unit price as it is shipped. All items returned must be packaged in order to ensure that credit due is processed efficiently, and to protect against any further unnecessary damage to the product. Proper packaging includes an adequate pallet, proper top and edge protective covering, and items preferably stood on edge. Items not given adequate packaging protection during return shipment may void the warranty.

Notice to all Customers: It is the responsibility of the homeowners in caring for and all purchased products. You may be required to perform periodic maintenance in order to keep your product(s) in good condition and appearance. Periodic maintenance is not part of your limited warranty. Environmental conditions in your area such as coastal applications, and overhang protection will dictate how much maintenance your products will require. Maintenance may include restoring exterior finish or paint and lubricating hinges. In coastal applications and harsh environments, it is strongly recommended that quarterly inspections and maintenance be done. Salt and other corrosive or abrasive substances must not be allowed to build up on exterior surfaces. These inspections and product maintenance are NOT covered under the Viroks Inc. dba Herrero™ and/or Viroks Inc. Products Limited Product Warranty.

Failure to comply with the required periodic maintenance of the product will nullify this warranty.

