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### Scope of Warranty – Supply-Only

Elika is a manufacturer and supplier only. The company does not provide installation, maintenance, adjustment, calibration, or on-site services of any kind. All installation, maintenance, adjustment, and calibration services are performed solely by third parties, contractors, or the customer. This warranty covers product defects only and does not extend to any services beyond the supply of replacement parts.

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# Warranty Coverage

## Glass & Glazing

Coverage Period & What's Covered:

- Insulated Glass Units (IGUs): 10 years - Seal failure only (condensation between panes)
- Laminated Glass Units: 10 years - Delamination or defects
- Glass Stress Cracks: 1 year - Manufacturing defects only

Exclusions / Not Covered:

- Breakage from impact
- Scratches
- Damage from improper installation

## Frames & Profiles

Coverage Period & What's Covered:

- Frames/Profiles: 10 years - Workmanship, welds, and reinforcements
- White uPVC Profiles: 10 years - Peeling, chalking, cracking, flaking, and discoloration

Exclusions / Not Covered:

- Damage from improper installation or maintenance

## Finishes & Coatings

Coverage Period & What's Covered:

- Powder-Coated Finishes (AAMA 2604): 5 years - Standard finish
- Powder-Coated Finishes (AAMA 2605): 10 years - Premium finish
- Premium Laminated uPVC Finishes (Foiling): 10 years - Surface failure under normal conditions

Exclusions / Not Covered:

- Normal wear and tear
- Scratches from use

## Hardware & Moving Parts

Coverage Period & What's Covered:

- Operational Components (hardware): 5 years - Defects under normal use

Exclusions / Not Covered:

- Damage from misuse or lack of maintenance

## Screens

Coverage Period & What's Covered:

- Screens: 1 year - Materials only

Exclusions / Not Covered:

- Labor excluded
- Damage from improper handling

## Remedies

Repair the product

Replace the defective component

Provide a refund or credit (in some cases adjusted for depreciation)

 **Note:** Warranty remedies are strictly limited to replacement parts only. Labor, installation, removal, re-installation, shipping, access, finishing, disposal, and on-site service costs are excluded and not covered under any circumstances. The company commits to providing the replacement part only. Warranty service does not reset or extend the original coverage period.

# Exclusions

## Placing the Product in Unsuitable Conditions

Placing the product in conditions unsuitable for its performance (Customer or Consultant Engineer bears responsibility).

## Improper Installation

Improper installation or failure to follow Elika's installation guidelines.

## Use of Non-Approved Cleaning Agents

Use of non-approved cleaning agents or chemicals.

## Normal Wear and Tear

Normal wear and tear, minor scratches, or cosmetic issues that do not affect performance.

## Damage from Structural Issues

Damage from building settlement, structural defects, or improper storage/handling.

## Accidents or Misuse

Accidents, misuse, abuse, vandalism, or alteration of the product.

## Extreme Weather or Natural Disasters

Extreme weather conditions or natural disasters.

## Relocation or Reinstallation

Relocation or reinstallation at a different site.

## Unauthorized Modifications or Repairs

Unauthorized modifications or repairs.

## Condensation & Humidity

This warranty covers only condensation between the glass panes (seal failure). Condensation, frost, or mold on exposed surfaces caused by high humidity, poor ventilation, or HVAC deficiencies is not covered.

## Exclusions (Continued)

### **Corrosive Environments & Pools**

Products installed within 1 mile (1.6 km) of seacoast/salt water, or in high-humidity/corrosive environments (indoor pools, hot tubs, saunas, greenhouses) are excluded from coverage regarding finish peeling, hardware corrosion, and color retention, unless specific high-performance corrosion-resistant hardware/finishes were ordered and regular maintenance logs are provided.

### **Barrier Wall Systems**

Elika assumes no responsibility for water infiltration, rot, or damage resulting from installation in barrier wall systems (e.g., EIFS or synthetic stucco) that do not allow for proper moisture drainage.

### **Performance Ratings & Simulation Disclaimer**

Product performance ratings (U-Factor, SHGC, VT, STC) are determined based on computer simulations and/or laboratory testing. These ratings represent theoretical performance under controlled conditions. Actual performance may vary due to manufacturing tolerances, installation methods, environmental conditions, and natural aging. Elika does not guarantee that on-site field testing results will strictly match simulation data.

### **Aftermarket Films**

The application of any aftermarket window films, tints, or coatings voids the warranty on the glass unit, as these can cause excessive heat buildup leading to seal failure or glass breakage.

## Customer Responsibilities

**Inspect all products upon delivery and report visible issues immediately**

**Ensure products are stored indoors or properly weather-protected until installation**

**Remove protective stickers and films before installation**

**Follow Elika's installation and maintenance guidelines**

### **Installation Disclaimer**

Installation is the sole responsibility of the homeowner, contractor, or installer. Elika is not responsible for improper installation, job-site conditions, structural issues, or compliance with local building codes. The company does not provide installation services.

### **Maintenance Responsibility**

All maintenance is the sole responsibility of the owner or installer. Elika does not provide maintenance services. Failure to perform proper maintenance as outlined in the Care & Maintenance Guide voids warranty coverage.

### **Reference Guides**

All guides provided (Installation Guide, User Operation Manual, Care & Maintenance Guide, Calibration/Adjustment Guide) are for reference and educational purposes only. Providing these guides does not imply that Elika provides installation, maintenance, adjustment, or calibration services. Failure to follow the guides voids warranty coverage.

## Claims Procedure (Time Limits)

To be eligible for coverage or returns, the Buyer must adhere to the following reporting timelines and procedures:

### Visible Defects & Breakage (48-Hour Window)

The Buyer must notify Elika of any visible damage, glass cracks, structural breakage, or missing items within forty-eight (48) hours of receipt (whether picked up from the warehouse or delivered via shipping). Claims for visible defects filed after 48 hours are barred.

### Mechanical Defects (7 Days)

The Buyer must report any mechanical or functional issues (e.g., inoperable locks or hardware) existing at the time of receipt within seven (7) days. (Failures occurring later during use are covered by the warranty period).

### Filing Method

Claims must be submitted exclusively by accessing the "Claim" section on the Elika official website and completing the Warranty Claim Form. All claims must include clear photo evidence and proof of purchase.

### Inspection Right

Elika reserves the right to inspect the product (virtually or on-site) to verify the defect before approving any claim.

## Claims Process

Claims must be submitted via the "Claim" option on the [www.elika.world](http://www.elika.world) website with photos, order details, and a description of the defect

Elika may request an inspection before approving a claim

Approved claims will be resolved promptly according to the remedies listed above

## Spare Parts Availability & Lead Times

### US Inventory Commitment

Elika maintains a strategic inventory of essential spare parts at our US Warehouse to ensure the fastest possible response times and minimize downtime for our customers. We strive to fulfill warranty requests immediately from local stock.

### Lead Time Disclaimer

Availability of specific components is subject to inventory dynamics. In the event a part is out of stock locally and requires shipping, standard manufacturing and shipping lead times will apply.

### No Liability for Delay:

Elika makes no guarantee regarding specific delivery dates for warranty parts. In no event shall Elika be liable for any damages, security costs, "loss of use," heating/cooling loss, or inconvenience incurred by the Buyer during the waiting period for replacement parts.

### Freight & Shipping

While the replacement part is provided free of charge under warranty, the Customer is responsible for all shipping and freight charges required to transport the part from Elika's warehouse to the Customer's location.

### Product Evolution & Substitution

Elika reserves the right to discontinue or modify any product or component at any time. In the event a replacement part is required under warranty and the original part is no longer available, Elika reserves the right to substitute a part of equal quality and function, which may differ in aesthetic design or color from the original.

# Shipping, Delivery & Lead Time Policy

## ESTIMATED LEAD TIMES & PRODUCTION SCHEDULE

### A. Nature of Lead Times:

All lead times and delivery dates provided by Elika (whether via website, invoice, or representative) are estimates only. While we strive to meet the standard timeline of 12–14 weeks for custom projects, actual delivery may vary due to global supply chain dynamics, shipping carrier schedules, and seasonal volume.

### B. The "Trigger" for Production (Custom Orders):

The production timeline does not begin upon inquiry. The official "Lead Time Clock" starts only when BOTH of the following conditions are met:

- Financial Clearance: Receipt of a non-refundable deposit of 50% of the total invoice value
- Technical Approval: The Buyer's formal signature/approval of the final Shop Drawings

Note: Any delay by the Buyer in submitting payment or approving drawings will result in a day-for-day extension of the delivery date.

## DELIVERY METHODS & SITE OBLIGATIONS

### A. Curbside Delivery Only:

Unless otherwise explicitly contracted in writing, all deliveries are "Curbside Delivery." The shipping carrier's responsibility ends at the curb or the nearest accessible point to the job site. The Buyer must provide sufficient labor or equipment to unload the product immediately. Drivers are not permitted to enter the home or transport goods up stairs.

### B. Site Accessibility:

The Buyer warrants that the delivery address is accessible by standard commercial freight trucks (up to 53-foot trailers). If the site is inaccessible, the carrier will deliver to the nearest possible point. Any costs for "Last Mile" transfer or redelivery due to access issues are the Buyer's responsibility.

### C. Warehouse Pickup:

If the Buyer elects to pick up goods from the Elika Warehouse, risk of loss transfers to the Buyer immediately upon loading. The Buyer is responsible for proper tie-down and transport safety.

## DELIVERY OPTIONS & SURCHARGES

The Buyer may choose between two delivery methods:

- Carrier Terminal Pickup: The Buyer may opt to collect the shipment directly from the carrier's nearest freight terminal. This is often the most cost-effective option.
- Curbside Delivery: Direct delivery to the job site. Please note that this option typically incurs additional carrier surcharges (e.g., residential access fees, liftgate services) which are the sole responsibility of the Buyer.

## Shipping, Delivery & Lead Time Policy (Continued)

### CONTRACTOR SCHEDULING & LIABILITY (Crucial)

#### A. Do Not Schedule Labor Prematurely:

IMPORTANT: The Buyer is strongly advised NOT to schedule installation labor, remove existing windows, or commence demolition until the product has been delivered, inspected, and confirmed to be correct.

#### B. No Liability for Delays:

Elika shall not be liable for any incidental or consequential damages resulting from delivery delays, including but not limited to: contractor waiting time, cancellation fees, temporary housing, or security costs.

### RECEIPT & BILL OF LADING

#### A. Signing the Receipt:

The Buyer implies acceptance of the cargo's external condition by signing the Bill of Lading (delivery receipt). The Buyer must inspect the crates/boxes before the driver leaves.

#### B. Documenting Damage:

If there is visible damage to the packaging, the Buyer must clearly note "DAMAGED" on the driver's paperwork. Signing a clean receipt without notes may limit the ability to claim shipping damages later. (Hidden damages must still be reported within the 48-hour window as per the Warranty Claims section).

### STORAGE & UNCLAIMED GOODS

If the Buyer is unable to accept delivery or pick up the product within fourteen (14) calendar days of notification that the order is ready, Elika reserves the right to charge a daily Storage Fee. Goods stored beyond this grace period are held at the Buyer's sole risk regarding insurance and damage.

### SPLIT SHIPMENTS

Elika reserves the right to make partial shipments (e.g., shipping frames first and screens later) to expedite the project. The Buyer may not refuse acceptance of the main shipment due to the temporary absence of accessory items.

### CHANGE ORDERS

Any modification to the order requested by the Buyer after the "Commencement of Production" (Clause 1.B) will result in a reset of the production timeline and may incur administrative or re-stocking fees.

# Cancellation & Return Policy

## A. Custom-Made Orders

**Final Sale Policy:** All custom windows and doors are manufactured specifically to the Buyer's dimensions and specifications. Once production begins, these items cannot be resold. Therefore, all custom product sales are FINAL. Returns or exchanges are not accepted for custom products under any circumstances (except for valid warranty claims).

**Grace Period:** The Buyer may cancel or modify a custom order within 48 hours of placing it for a full refund. After 48 hours, the order is considered "Locked" for production, and no cancellations or refunds will be permitted.

## B. Stock / Online Orders

**Cancellation Before Shipping:** Orders for standard stock items may be cancelled for a full refund at any time before the product has shipped from Elika's warehouse.

**Return After Delivery:** Stock items may be returned after delivery/pickup only if the Buyer submits a return request via the website within 48 hours of receipt, subject to the following strict conditions:

- **Condition:** The product must be brand new, uninstalled, unused, and in its original packaging
- **Restocking Fee:** For returns due to Buyer's remorse or reasons unrelated to a defect, a 20% Restocking Fee will be deducted from the refund amount
- **Return Shipping:** The Buyer is solely responsible for all return shipping costs to Elika's warehouse in the event of no defects



# Product Specifications & Standards

## **Inert Gas (Argon) Disclaimer**

Elika injects inert gas (e.g., Argon) at the time of manufacture to improve thermal performance. It is a known natural process that such gas dissipates over time. Elika makes no warranty regarding the rate of dissipation or the specific amount of gas remaining in the insulated glass unit at any time after manufacture. Loss of thermal efficiency due to gas migration is not considered a defect.

## **Glass Visual Standards**

Minor imperfections, scratches, or wavy distortions (often caused by heat-strengthening, tempering, or lamination processes) that do not affect the structural integrity or significantly obscure vision are not considered defects. Variations in glass color or texture are inherent to the material and are not covered.

## **Door Slab Alignment (Deferral Period)**

In the event of a claim regarding door slab warpage or alignment, Elika reserves the right to defer action for up to twelve (12) months from the date of the claim. This period allows the door slab to acclimate to local humidity and temperature conditions, which often resolves temporary warping naturally without intervention.

## **Screen Mesh**

Warranty coverage for screens extends to the frame and mounting components only. Screen mesh (fabric) tears or punctures are not covered unless reported as a visible defect within 48 hours of delivery.



## Additional Terms

### Acceptance of Policy

Upon completing the purchase process (whether done online, through our representative, or directly from the warehouse) and receiving the product, this policy with all its clauses applies to the Buyer and constitutes a binding acceptance thereof.

### Transferability

This warranty is valid only for the original purchaser and is non-transferable to any subsequent owner or third party.

### Original Installation

Coverage applies only to products installed in their original location. Any relocation or re-installation of the product voids this warranty.

### Color Retention & Fading

This warranty covers only abnormal color changes that exceed industry-standard specifications (Delta E). Minor fading or slight shifts in color caused by natural weathering are considered "normal wear and tear" and are not covered. Furthermore, variations in color or fading resulting from unequal exposure to sunlight (e.g., shaded vs. unshaded areas) are excluded.

### Evaluation Condition

To be valid, any claim regarding color fading or chalking must be evaluated on a surface that has been thoroughly cleaned of surface soils, dirt, and chalk.

### Severability

If any provision or portion of this warranty is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

## Limitation of Liability

### Exclusion of Damages

In no event shall Erika be liable for any incidental, consequential, indirect, or special damages resulting from the sale, installation, or use of any Erika products (including but not limited to: damage to flooring, furniture, loss of time, security costs, or labor costs).

### Maximum Liability

The maximum liability of Erika under any circumstance is strictly limited to the original purchase price paid for the specific defective product.

## AGREEMENT TO ARBITRATE:

YOU AND ELIKA (INCLUDING ITS SUBSIDIARIES, AFFILIATES, AND PARENT COMPANIES) AGREE TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO ELIKA PRODUCTS (INCLUDING GOODS AND SERVICES) THROUGH BINDING ARBITRATION, RATHER THAN IN A COURT OF LAW. YOU AND ELIKA WAIVE THE RIGHT TO HAVE A JUDGE OR JURY DECIDE DISPUTES.

## CLASS ACTION WAIVER:

YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION LAWSUIT OR CLASS ARBITRATION REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR ELIKA PRODUCTS. ALL DISPUTES MUST BE RESOLVED ON AN INDIVIDUAL BASIS.

## OPT-OUT RIGHTS:

You may opt out of this Arbitration Agreement and Class Action Waiver by providing written notice to Elika no later than ninety (90) calendar days from the date you purchased or took ownership of the product.

- **To Opt Out:** You must send an email to [info@elika.world](mailto:info@elika.world) with the subject line "Arbitration Opt Out"
- **Effect:** Opting out of this Arbitration Agreement will not affect the coverage provided by any applicable warranty pertaining to your Elika Products; it solely preserves your right to file a lawsuit in court

## APPLICABLE LAW:

This agreement shall be governed by and interpreted in accordance with the Federal Arbitration Act (FAA) and applicable state laws.