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## Express Limited Warranty

February 2023

# OTIIMA USA

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Los Angeles, CA 90059

P 310-844-1199

### **1. EXPRESS LIMITED WARRANTY**

Thank you for choosing OTIIMA USA products. This Express Limited Warranty (hereinafter referred to as Express Limited Warranty or Warranty) applies to the customer and original end-user only on Product purchased and installed (hereinafter referred to as Customer), unless otherwise amended.

### **2. TRANSFERABILITY**

This express limited warranty is only transferrable upon specific request and approval to transfer the remainder of warranty (if applicable) to a person other than the customer and/or original end-user. Requests for transfer of warranty may be granted upon request, but the remainder of warranty will not be extended or altered from the original delivery date. Additionally, prior to granting of warranty transfer, a jobsite inspection will be required by an OTIIMA employee or certified installer, in which case the time and materials required to assess the remaining condition of Product are to be paid to the person(s) performing the inspection. If the jobsite conditions show lack of maintenance, excessive wear and tear, signs of abuse, or dangerous conditions like structural movement, it is possible that the warranty transfer will be declined. Further, it is possible that warranty shall be voided upon assessment of conditions. In the event we must decline warranty transfer based on findings by the inspecting entity, labor shall still be paid to the entity that performs such inspection, or OTIIMA will not agree to honor warranty based on non-payment (see Section 19).

### **3. WARRANTY CONDITIONS**

This express limited warranty set forth by OTIIMA USA, is the only express warranty applicable to these products, and no one is authorized to modify or expand this express limited warranty. The absolute limit of OTIIMA USA's liability is the purchase price of the product.

There are no other warranties, which extend beyond the description on the face of this express limited warranty. There are no other express warranties. There are no implied warranties of merchantability and fitness for a particular purpose. The products are sold as is, within the warranties provided under this express limited warranty only. This express limited warranty is the exclusive remedy. Any liability for incidental or consequential damages under any and all other claimed warranties is excluded to the extent exclusion is permitted by law.

Warranty starts from the date of delivery from OTIIMA USA to the client.

The following items have a **LIFETIME GUARANTEE** to maintain operational conditions provided that the Product has received proper maintenance (documented cleaning per OTIIMA care and maintenance instructions) with no signs of abuse: Door and window hardware including locks, gears, bearing wheels, friction hinges, multi points and window handles. After a period of five (5) years, the client will be responsible to pay for any shipping or labor when replacing these items.

Projects outside of the US will be limited to a two (2) year warranty for parts replacement only. Labor is not included.

Care and Maintenance must be followed and documented.

OTIIMA USA, at its sole discretion, may perform one of the following actions:

- A. REPAIR the defective component at no cost to you for a period of five (5) years (repair parts will be provided free of charge for the applicable warranty period, and there will be no charge for shipping or labor for a period of five (5) years).
- B. REPLACE COMPONENT(S) for any defective components free of charge, with the same or equivalent product or components during the warranty period

(OTIIMA USA will deliver the replacement components to the retailer where the product was purchased, and the Customer will be responsible for the arrangement and cost of installation and OTIIMA USA will pay back the installation costs to repair the product).

C. REFUND the Customer's purchase price of the Product at the time of the original purchase. In no event, shall OTIIMA USA be liable for more than the purchase price of the Product.

D. CITE the Product as having signs of abuse resulting in voiding of warranty and issue an inspection report as furnished by a certified installer specifically noting reasons by why OTIIMA USA cannot honor warranty.

OTIIMA USA will NOT be responsible for any construction and/or finishes that might be required to be re-done due to services such as but not limited to stucco, drywall, framing, electrical, flooring, waterproofing, flashing, metal work, siding, trim, or any other finish materials.

OTIIMA USA expressly warrants and guarantees that Product furnished, according to the specifications of the contract, will be free from defects in workmanship, materials, or fabrication unless defects or failures result from unreasonable or improper use, improper maintenance, improper handling, and/or acts of God.

The Product is of a nature that the materials are never flawless, and the natural imperfections of the aluminum and glass materials will vary within reasonable tolerances that are standard in the industry. Similarly, the paint, powder coating, finish or anodization selected will vary with the material on which it is applied, and those surfaces exposed to weather and sunlight will change in appearance over time.

#### **4. INSTALLATION**

An approved installation company by OTIIMA USA must become certified in our product prior to performing installation. Installation by an unapproved or uncertified company will void any and all warranty described here within. Waterproofing must be performed according to the project waterproofing consultant and by a professional waterproofing licensed company. The maximum header deflection is limited to ¼ inch

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for the life of the structure. Customer is responsible for any costs or damages resulting from header deflection.

OTIIMA USA shall not be responsible, obligated, or liable for any injury or damage resulting from the improper application or use of its Products beyond the ordinary purpose for which the Products are to be used. OTIIMA USA will not be responsible for damages as a result of inadequate structural engineering and/or improper installation including non-vertical, upside-down, on-the-side, out-of-square, out-of-plumb, and installation in structures lacking adequate moisture-drainage or moisture-management.

## **5. FINISH COATINGS**

Powder-coating and Anodized finishes are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of the finish for ten (10) years, regardless of location, from date of delivery as standard. Variations in color are possible for any coated product. These color variations are industry standard and not considered defects. Abnormal corrosion is defined by corrosion beyond what is normal for an ocean coastline environment. Salt water or marine environments can be extremely corrosive. In order for this Warranty to be valid, proper cleaning and maintenance must be followed and documented.

Projects outside of the US will be limited to a two (2) year warranty for parts replacement only. Labor is not included.

Care and Maintenance must be followed and documented.

## **6. HARDWARE LIMITED WARRANTY**

This Warranty covers hardware defects including faulty latches, locks, handles, and ball-bearing wheelsets for the life of the project, but does not cover issues resulting from mis-use or abuse of the product or lack of maintenance. This Warranty is limited to repair, replacement or reimbursement at OTIIMA USA's discretion. Labor is covered for five (5) years from the original delivery date.

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Projects outside of the US will be limited to a two (2) year warranty for parts replacement only. Labor is not included.

Care and Maintenance must be followed and documented.

## **7. MAINTENANCE**

It is common for ball bearing wheels to accumulate the normal wear and tear of a “sludge” build-up or patina layer, which is not covered under the hardware warranty. The door tracks should be cleaned regularly, and kept clean from dirt, debris, pet hair and sand at all times. During the construction process door tracks and glass must be covered by a protective material. No lubricants or grease shall be used on the wheelsets or locks unless expressly directed by OTIIMA USA and executed by a certified OTIIMA installer. Any work performed by a non-certified entity or person shall require inspection (and any necessary repair work by a certified OTIIMA partner at the cost of the client).

Maintaining glass clarity requires occasional glass cleaning services. It should be noted that any use of razorblades, steel wool, and/or polishing compounds (such as cerium oxide) are strictly prohibited from use on glass and shall void warranty on the glass.

PLEASE REFER TO THE CARE AND MAINTENANCE DOCUMENT

## **8. QUALITY INSPECTION STANDARDS**

All visible glass and metal surfaces must be inspected for imperfections from a viewing distance of ten (10) feet and facing perpendicular (90-degree angle) to the target glass or metal surface, under diffuse lighting (overcast), without direct sunlight or artificial lighting. In general, we adopt ASTM glass guidelines for quality inspection standards.

## **9. GLASS WARRANTY**

The Customer specifies glass on all projects. Glass has been inspected to ASTM industry standards and is not intended to be flawless. Minor imperfections that do not impair the structural integrity or obscure normal vision, including minor scratches,

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distortions and blemishes of the glass are not considered defects and are excluded from this Warranty. Glass warranties apply only to glass provided by OTIIMA USA. OTIIMA USA does not cover or warranty any failures due to glass or glazing issues on units purchased open for glass or glazed by others.

Insulated glass is warranted against seal failure for a period of ten (10) years from the date of manufacture and is limited to glass less than seventy (70) sq ft. All glass panels larger than seventy (70) sq ft will be sold as is condition and will have no warranty from seal failure, scratches, blemishes or imperfections of any kind.

Should there be a failure within the warranty period, OTIIMA USA will deliver a new glass unit free of charge. This Warranty includes the cost of re-glazing the panel for a period of five (5) years as standard. Replacement of glass at a later date may result in slight variations in color as glass manufacturers improve or change coating processes; such variations are not considered defects.

## **10. OVERSIZED GLASS WARRANTY – available for purchase**

For additional cost, OTIIMA USA may offer over-sized glass warranty. Please contact OTIIMA USA for the details of this additional warranty for purchase.

## **11. COMPLIANCE AND INSTALL REQUIREMENTS TO APPLICABLE CODES & REGULATIONS**

Regulations governing the use of glazed doors and windows vary. It is the responsibility of the Customer and/or building owner, architect, contractor and/or installer, to ensure the products selected conform to the applicable local codes, regulations, plans and specifications. OTIIMA USA assumes no obligation whatsoever for failure of the building owner, architect, contractor and/or installer to comply with all applicable laws, ordinances, safety and building codes, plans and specifications. OTIIMA USA shall not be responsible for its products installed out of compliance with applicable codes, regulations, plans and specifications.

## **12. FREIGHT, SHIPPING AND DAMAGE**

Buyer or Customer must inspect the product and notify OTIIMA USA in writing if any product is damaged or missing within ten (10) days of the date of delivery. If the buyer fails to notify OTIIMA USA of any missing or damaged parts within ten (10) days, then the products shall be deemed delivered and unconditionally accepted by the Buyer. In such a case OTIIMA USA will not be responsible for any missing or damaged parts.

The approximate delivery date does not represent a guaranteed delivery date. OTIIMA USA, will not be held responsible for any penalties, damages, labor charges or any other monetary fees resulting from delayed shipments, beyond the approximate delivery date.

## **13. WARRANTY DISCLAIMER**

This Warranty does not cover any failures due to accident, misuse, abuse, alteration, or faulty building construction. This Warranty does not cover failures due to improper handling, storage, installation, maintenance, or service. In addition, excluded from this Warranty are failures resulting from use in swimming pool and other high humidity areas without adequate ventilation and humidity control or subjection to stress from movement of structure.

## **14. ADDITIONAL TERMS AND CONDITIONS**

By acceptance of the Contract, Customer agrees to any and all of OTIIMA USA's standard terms and conditions including all specifically noted by OTIIMA USA on this document. Any modifications made to our Products will void and nullify this Warranty. The Customer agrees that the title to the merchandise listed herewith shall remain OTIIMA USA's until the entire purchase price has been paid. Customer agrees to permit removal of said merchandise with or without process of law upon any default by purchaser, and to pay any and all expenses for collection or removal of said merchandise including reasonable attorney's fees. Customer agrees that he has read and understood all terms and conditions of the Contract and is a valid and authorized representative of the end user and has communicated all such terms and conditions to end user and any other appropriate parties.

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## **15. ARBITRATION AND DISPUTES**

In the event of any dispute, claim, or disagreement arising from or related to this agreement of the breach thereof, Buyer and OTIIMA USA agree to use their best efforts to settle the dispute, claim or disagreement. Buyer and OTIIMA USA shall consult and negotiate with each other in an attempt to reach a solution that satisfies both parties. If a solution has not been reached within sixty (60) days, then upon notice by either party, all disputes and differences shall be finally settled in arbitration, administered by the American Arbitration Association in accordance with the provisions of its Construction Industry Arbitration rules. Judgment on the award rendered by the arbitrators may be entered into any court having jurisdiction.

## **16. SHOP DRAWINGS**

Our standard contract includes shop drawings with the express intent to approve sizes and move into production. By approving shop drawings, Customer agrees to any and all of OTIIMA USA's standard terms and conditions including all specifically noted by OTIIMA USA on this document.

Three (3) shop drawing sets are included in contract; 1) draft set, 2) revision set, and 3) final production set. Additional revision sets or final sets required due to customer-driven inputs or changes will result in additional drafting charges. Out of scope drawing work will NOT commence without approval of the corresponding change order.

Each shop drawing revision after Revision 2 (REV02) will be charged to the customer at the following rates:

- Minimum \$500 per revision set with up to 25 openings
- Revision set with more than 25 openings will be charged at \$20 per opening

Our shop drawings, as standard, DO NOT include incorporation of unique background construction or elements not provided by OTIIMA. Customer-driven requests to include architectural detailing of beams, columns, break-metal, or specific finishes in



our shop drawings will trigger a change order request. Out of scope drawing work will NOT commence without approval of the corresponding change order.

In the event that there is an unknown scope or extent of additional drafting work requested due to design assist requirements, an open-ended design-assist agreement will be incorporated into a change order request establishing the following standard schedule of hourly rates associated with additional shop drawing labor:

- Drafting Manager Rate: \$125 / hour
- Drafting Associate Rate: \$90 / hour

## **17. MODIFICATIONS**

Any Customer-driven requests for modification to sizes, configuration, finish, and/or specification during the shop drawing process and before the order confirmation, all requested modifications will be shown in the revised shop drawings. We will provide a corresponding proposal with each Revision drawing.

Customer-driven requests for modification to sizes, configuration, finish, and/or specification after the order confirmation must be submitted by email from the dealer or customer in the form of a red line of the shop drawings.

If those red lines are emailed within one (1) week of the order confirmation, the cost for the modification will be:

- \$2,500 processing fee
- Old item cost deleted
- Cost of changed item added
- Lead time starts over

If those red lines are emailed after 1 week but before 4 weeks, then the cost will be:

- \$2,500 processing fee
- 50% cost of the deleted or changed item
- Cost of the new item added
- Lead time starts over

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If those red lines are emailed after 4 weeks, then the cost will be:

- \$2,500 processing fee
- 100% cost of the deleted or changed item
- Cost of changed item
- Lead time starts over

## **18. CANCELLATION**

Buyer or Customer may not cancel this order whole or in part without penalty. If Buyer or Customer cancels this order prior to commencement of production of the goods, Customer acknowledges and agrees that they (buyer or customer) will be responsible for paying 20% of the full price as liquidated damages. If Buyer or Customer cancel's this order after commencement of the production of goods, Buyer or Customer shall be responsible for 100% of the goods.

## **19. NON-PAYMENT / SHORT-PAYMENT**

Any short-payment or non-payment in which OTIIMA has not been paid in full shall enter the project into frozen warranty status. Upon full payment, the warranty will be unfrozen and will be honored accordingly the above points.

## **20. STORAGE COST AFTER JOB IS READY FOR DELIVERY**

When a job is ready to be delivered, it is important that it leave our US manufacturing facility. If an order is ready early, then we will store it for free until the delivery date on the Order Confirmation. After that time, the customer will be charged for storage. Storage fees must be collected prior to delivery of the goods.

If the project is running behind schedule, then OTIIMA USA will determine a new delivery date according to when the goods will be ready. If the client cannot receive the goods at that date, then OTIIMA USA will allow a 2-week grace period before charging the storage fees.

The storage fees are as follows:

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- \$3,500 processing fee which will be used to cover the costs of transporting the goods to a storage warehouse.
- \$1 per sq ft per month of the job as established in the signed OTIIMA USA quote.
- Example: if the OTIIMA USA quote says the job is 2,000 sq ft, then the customer would pay \$2,000 per month plus the one-time \$3,500 processing fee.
- The monthly rental would be compounded daily so if the customer needs to store the goods for only 15 days (1/2 the month) then the cost would be \$1,000 plus the one-time processing fee.

## **21. EXCLUSIONS**

The following items represent issues that are not covered by warranty and are excluded to the fullest extent:

- Non-factory executed / approved modifications, penetrations, and/or retrofitting.
- Poor product installation.
- Product abuse.
- Uniform finish fading.
- Finish crazing on anodized finishes.
- Failures, movement, deflection, and/or warpage resulting from structural settlement or seismic activity.
- Glass breakage or cracking.
- Normal glass deflection or distortion.
- Failure to order capillary tubes or properly close them.
- Issues of air/water intrusion arising from wind-loads exceeding 90 mph.
- Thermal breakage or excessive thermal movement due to exposure to temperatures exceeding 150 degrees Fahrenheit (for example when multiple glass panels are stacked behind one another and left in direct sunlight).
- Issues caused by fumes, vapor, or chemicals in contact with product.
- Issues caused by corrosion or oxidation
- Adhesive transfer of any applied protective films.
- Liabilities/damages directly or indirectly related to force majeure.