

Residential Transferable Lifetime Limited Warranty

FOR EZ VALUE, EZ PREMIUM and EZ EXTREME WINDOWS

The Manufacturer warrants to the original purchaser that this product will be free from defects in workmanship for as long as the original purchaser resides in the home in which the products were installed in accordance with the recommendations and specifications set forth by The Manufacturer. This warranty is subject to the limitations and conditions contained herein.

• What is Covered

This warranty covers the normal use of our products against specified defects in material and workmanship directly related to the manufacturing process, and is subject to the terms and conditions of this limited warranty and the exceptions stated below. This warranty only applies to a one or two family house, and other housing accommodations when they are expressly included, all of which are referred to as “house” later on in this warranty.

• Who is Covered

If you comply with the registration requirements, this warranty will cover you as the purchaser of our products for as long as you own and live in the house in which our products are installed. If a new owner complies with the transfer requirements of our limited warranty, it will cover the new owner, provided the new owner lives in the house during the warranty period.

• When does the warranty begin

Your warranty period begins on the date of purchase, provided you return the registration certificate to us. It is attached to our limited warranty. You must register your warranty with us. If you do not return the registration certificate to us, you will not be covered by nor have the benefits of our limited warranty. The date of your sale’s receipt, or contract, or invoice, is your proof of purchase. You must keep your proof of purchase.

• The transfer of our limited warranty

You have registered with us. You then sell your house. At the time of sale you give the new owner our limited warranty and your proof of purchase. The new owner, in addition to living in the house, must complete the transfer certificate and send it to us. Provided

MANUFACTURER'S WARRANTY

EZ SAVER WINDOW

1. Subject to the terms and conditions stated herein, the manufacturer warrants to the Original Purchaser that under the conditions of normal use and service, all window and/or patio door products, including mechanical parts and insulated glass, will be free from the following defects in material and workmanship for the lifetime of the product:

- a) Vinyl products will be free from blistering, peeling, flaking, rotting or corrosion.
- b) There will be no material obstruction of vision on the internal surfaces of the insulated glass unit caused by sealant failure of the insulated glass unit.
- c) Component parts will be free from any and all manufacturing defects.

In the event that the Original Purchaser experiences a problem with respect to any of the defects set forth in Section 1a, b or c above, a new replacement part will be provided upon receipt of the original part or validation of the complaint. The manufacturer reserves the right to require return of the defective part(s).

2. The warranties described above cover only manufacturing defects and do not include defects or damages caused by, or as the result of, any of the following circumstances:

- a) The improper installation or use of the product or products by the Original Purchaser, his agents, assigns or invitees.
- b) The improper application or use of the product.
- c) The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes.
- d) Any modification or alteration to the product.
- e) The failure to perform reasonable and necessary maintenance on the product or products.
- f) The neglect, abuse, improper handling and/or improper storage of the product.
- g) Exposure of the product to excessive heat and/or cold beyond naturally occurring conditions.
- h) Stresses caused by building defects or settlement or movement of the structure in which it was installed.
- i) The application of harmful cleaning solutions or products including, but not limited to, acetone, petroleum products or abrasive compounds.
- j) Misalignment of grilles/muntins of 1/8" or less from appropriate position.
- k) Slight fading and/or color variations caused by normal aging or weathering.
- l) Torn or ripped screens for any cause whatsoever.
- m) The improper removal of any permanent warning or identification labels from the product or products.
- n) The rusting or corrosion of non-vinyl products or components due to the close proximity to coastal areas unless the product is composed of appropriate stainless steel or other non-corrosive hardware.
- o) Installation of the product or products outside of the 48 contiguous United States.
- p) Any inappropriate or unintended use or uses of the product including, but not limited to, any commercial use.

3. With respect to insulated glass product, the above warranties cover only manufacturing defects related to the insulated glass unit and does not include defects or damages caused by, or as the result of, the following circumstances:

- a) Minor blemishes in the glass that do not significantly impair the structure or vision through the glass including glass curvature.
- b) Color variation or variations of the glass.
- c) Glass breakage for any cause or any reason.
- d) Subjection to stresses arising from glass surface temperature differentials or caused by building settlement or movement.
- e) Condensation on the external surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials.
- f) The transportation or installation of the glass product or products at altitudes in excess of 3,500 feet above or below point of manufacture unless equipped with capillary or breather tubes.
- g) The very gradual, natural migration of inert gas infills used in insulated glass units.
- h) Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.

4. For quality assurance purposes, all window and patio door products should be inspected by the Original Purchaser prior to, or at the time of installation or upon transfer of title to the Original Occupant.

5. Commercial Applications - If the products are installed in a building operated as a multi-family dwelling or used for commercial purposes or rental properties such as schools, houses of worship, apartment complexes, government owned structures, office buildings, etc., then this Warranty will be limited to ten (10) years on all materials and will not be transferable.

6. The warranties set forth above are expressly in lieu of all other expressed warranties and of all other obligations or liabilities on the manufacturer's part. The manufacturer neither assumes, nor authorizes any other person to assume for the manufacturer, another liability in connection with the sale of the product. The warranties as described herein are the exclusive remedies for breach. There are no warranties that extend beyond the description on the face of this document. The manufacturer makes no warranty whatsoever with respect to accessories or parts not supplied by the manufacturer.

7. The warranties cover materials only and the manufacturer does not assume any expense or responsibility involved with the removal and/or reinstallation of any replacement parts. The manufacturer's obligation under the warranties is expressly limited to, at the manufacturer's option, replacement or repair of any defective part or component. The manufacturer reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts or components may be replaced with an equivalent part at the sole discretion of the manufacturer. The manufacturer is not responsible for any color variation in the replacement part or component. The manufacturer is not responsible for any window which has been modified in any manner to accommodate an alarm system which may be attached to the product nor is it responsible for the reconnecting of the window to the alarm system. The manufacturer reserves the right to inspect any and all defects in the field. Field visitation(s) may result in service charges for non-warranty site surveys.

8. Under no circumstances is the manufacturer liable for consequential, exemplary or special damages including, but not limited to, damage or loss of other property or equipment.

9. Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. These warranties give you specific legal rights and you may also have other rights which vary from state to state.

10. **ELIGIBILITY REQUIREMENTS:** Enforceability of the warranties set forth above are limited to the Original Purchaser. The term "Original Purchaser" as used in the warranties means: That individual, individuals or entity which took original title to the premises or are the original occupants of the structure in which the product was installed.

Any inquiry with respect to the product must be made in writing and include the Original Purchaser's name, address, date of purchase, product information from the product label and daytime as well as evening telephones numbers.

11. **NON-TRANSFERABILITY:** The warranties described above are non-transferable and limited to the Original Purchaser as described in Section 10 above.

12. If any part of the warranties described above are void or unenforceable in any State of the United States, the remaining portions will nonetheless continue in full force and effect.

each prior owner has complied with the transfer requirements, each new owner can enjoy the benefits of our limited warranty upon registering a transfer certificate with us. Even if you comply with our three transfer requirements (to wit: possess proof of purchase, file the transfer certificate and live in the house), if a prior owner did not live in the house or did not file a transfer certificate, or the original owner did not file the registration certificate, then our limited warranty can not be transferred. If the transfer certificate is not attached to our limited warranty, then you are to contact us within thirty (30) days after the house transfer, and we will send you a transfer certificate, if our limited warranty is still in force and effect. There is a \$35.00 registration fee for each transfer. If everyone complies with the registration, transfer and residency requirements, our limited warranty can be passed on to as many successive owners who live in the house while the time periods in our limited warranty are in force and effect.

- **How long is our limited warranty**

The various components of our products are warranted for different time periods. Your warranty period begins on your date of purchase and expires at the end of a specific time period. The components and time periods are stated below.

BASIC STRUCTURE: All extruded white and beige vinyl window and patio door sashes and main frames are warranted against cracking, peeling, flaking, blistering or corroding during the original purchaser's ownership of the property in which installed.

INSULATED GLASS: Factory installed insulated glass units are warranted against hermetic seal failure and stress crack during the original purchaser's ownership of the property in which installed according to the following cost sharing pro-rated schedule:
0 - 20 years: 100% of the cost to The Manufacturer and 0% to the Original Purchaser
21+ > years: 0% of the cost to The Manufacturer and 100% to the Original Purchaser. Condensation or frost on exposed surfaces is not a defect but may be the result of excessive humidity within the house and a difference between the interior and exterior temperatures and is not covered under this warranty

ALL MECHANICAL PARTS: Locks, keepers, pivots, tilt latches, shoes, balances, hinges, crank handles and other miscellaneous mechanical parts are warranted for a period of five (5) years from the date of purchase.

NOTE: ANY DEVICE, ACCESSORY OR MECHANICAL PART NOT INSTALLED AT OUR FACTORY OR ADDED TO A THE MANUFACTURER PRODUCT AFTER IT LEAVES OUR FACTORY MAY VOID OUR LIMITED WARRANTY.

SCREEN: All screen mesh materials and frames are warranted against rotting and rusting, peeling, flaking and/or blistering for a period of five (5) years from the date of purchase.

THE MANUFACTURER APPLIED PAINT FINISHES: All painted two-tone vinyl window and patio door finishes are warranted against UV failure for a period of eight (8) years from the date of purchase.

- **Exclusions**

The Manufacturer's limited warranty does not cover defects caused by accident, earthquakes, tornadoes, act of God, acts of war, terrorism or rioting, improper installation, improper maintenance, abuse or misuse of the products, application of film to glass surface, glass breakage, glass scratches as defined in Federal Specifications C C1036-85, damage caused by objects or airborne pollutants (such as acid rain) to glass, applied finishes, hardware finishes, or screen breakage, and/or additions or modifications to The Manufacturer's products, operation outside the usage parameters, or the replacement with or the use, addition or installation of parts not manufactured, sold or provided by The Manufacturer. The Manufacturer's limited warranty does not cover products made beyond standard production limits or which incorporate non-standard materials, parts or components installed pursuant to the original purchaser's request

- **Exclusivity**

The foregoing warranty is exclusive and is in lieu of all other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Manufacturer makes no other warranty, either express or implied, except as stated in this limited warranty. The Manufacturer shall have no liability or responsibility to you or any other person or entity with respect to any liability, loss, or damage caused directly or indirectly by use or performance of the product(s) or arising out of any breach of this limited express warranty, including but not limited to, any indirect, special, incidental or consequential damages, or other damages resulting from inconvenience, loss of time or property, or other damages arising out of the installation of, reinstallation of products manufactured by The Manufacturer. Nor shall The Manufacturer have any liability or responsibility for any such damages in the event that this warranty is not applicable or applied. In any event The Manufacturer's liability or responsibility shall be limited to the repair or replacement of the part(s), or the refund of the original sales price received by The Manufacturer for the product. This limitation of liability will be effective even if The Manufacturer or a representative of The Manufacturer has been advised by you of the possibility of such losses or damages. No customer, dealer, distributor and/or representative of The Manufacturer is authorized to waive, modify or expand this warranty in any way, either orally or in writing. Some states do not allow limitations on how long an implied warranty lasts, or the limitation of incidental and/or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state. The foregoing warranty applies only to products installed in the United States of America. The foregoing warranty provisions do not and will not apply to products installed outside the United States. The foregoing warranty is effective for all products manufactured and/or delivered by The Manufacturer on or after November 15, 2005. All prior warranties shall be applicable to products manufactured

and/or delivered prior to November 15, 2005 and such prior warranties shall be considered null and void as to products manufactured and/or delivered on or after November 15, 2005. This Warranty is effective as of November 15, 2005.