

## PREMIUM WINDOWS AND DOORS WARRANTY

Premium windows guarantees to the original consumer purchaser ("Original Purchaser") of windows or doors (hereafter referred to as "Products") installed in a single family home or a multi-family home unit ("Home") by the builder as new construction or by the Original Purchaser as replacements that Premium Windows will repair or replace any such Premium Windows Products that are defective in materials or workmanship and will pay the costs of all parts and labor. If repair is not commercially practical or cannot timely be made, then Premium Windows will, at the Original Purchaser's option, either replace any defective Premium Window Products. Premium Windows reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Premium Windows will have the right to substitute current Products and components of equal quality and as similar in appearance as possible. The following parameters apply:

- 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 Product(s), including mechanical parts and insulated glass, will be free from the following defects in material and workmanship for the lifetime of the Product(s):
- **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:
- The improper installation or use of the Product(s) by the Original Purchaser, his agents, assigns or invitees.
- The improper application or use of the Product(s). The occurrence of accidents, vandalism, fire, floods, acts of God including earthquakes & hurricanes.
- Any modification or alteration to the Product(s). The failure to perform reasonable and necessary maintenance on the Product(s).
- The neglect, abuse, improper handling and/or improper storage of the Product(s).
- Exposure of the Product(s) to excessive heat and/or cold beyond naturally occurring conditions.
- · Stresses caused by building defects or settlement or movement of the structure in which it was installed.
- The application of harmful cleaning solutions or products including, but not limited to, acetone, petroleum products or abrasive compounds.
- Misalignment of grids of 1/8" or less from appropriate position.
- Slight fading and/or color variations caused by normal aging or weathering.
- The improper removal of any permanent warning or identification labels from the Product(s).
- The rusting or corrosion of non-vinyl products or components due to the coastal proximity to coastal areas unless the Product(s) is composed of appropriate stainless steel or other non-corrosive hardware.
- Installation of the Product(s) outside of the 48 contiguous United States.
- Any inappropriate or unintended use or uses of the Product(s) 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 a result of, the following circumstances:
- · Minor blemishes in the glass that do not significantly impair the structure or vision through the glass including slight glass curvature.

- Color variation or variations of the glass. Glass breakage for any cause or any reason.
- · Subjection to stresses arising from glass surface temperature differentials or caused by building settlement or movement.
- 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.
- 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.
- The very gradual, natural migration of gas used in insulated glass units.
- Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.
- 4. Screens are warranted against defects in material for a period of one (1) year. Replacement screens will be delivered to the nearest dealer or distributor.
- **5.**For quality assurance purposes, all Product(s) should be of title inspected by the Original Purchaser prior to, or at the time of installation or upon transfer to the Original Occupant.
- 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(s). 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 Product(s) 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 Product(s) 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. The Warranty starts on the date of original delivery by the manufacturer (here on referred to as 'the Start Date'). The warranty will run for a consecutive ten (10) years following the 'start date'. In addition, if the Original Purchaser passes on ownership of the Product(s) before ten (10) years has elapsed after the Start Date, Premium Windows will automatically transfer this Warranty to the new owner(s) of the Product(s) and any subsequent owners, until the tenth (10th) anniversary of the Start Date.
- Any inquiry with respect to the Product(s) must be made in writing via email or postal mail and must include the Original Purchaser's name, address, telephone number, proof of purchase, date of purchase, invoice number, Product(s) information from the Product(s) label and a detailed description of the suspected defect (photographs are helpful).
- 11. 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.

## **CARING FOR YOUR NEW PRODUCT(S):**

Premium Windows uses quality materials and workmanship, giving you the best quality Product(s) available. Proper usage, cleaning and maintenance will result in many years of "like new" performance. These are helpful tips:

- Keep lower sill channel and weep holes clean and free of dirt and debris.
- · Apply a small amount of spay lubricant to rollers on movable window/door panel(s), wiping off any excess
- Clean glass and frame members with a mild soapy solution and rinse with clean water (a mild class cleaner may be used).
- DO NOT USE steel wool, abrasive scrub pads, wire brushes, razor blades, petroleum base sol vents/cleaners or corrosive materials.
- Screens may be vacuumed to remove dust or may be washed with a soft brush and a mild soapy solution, then rinsed with clean water.

## **CAUTION:**

Use of any petroleum based or corrosive materials on insulated glass surfaces is not recommended. This includes oil-based lubricants. These products may damage the insulating properties used in the window and may void all warranties. Tinting or placing foil on internal side of windows/doors can cause excessive heat gain and can result in damaging insulated glass.

