

# LIMITED LIFETIME WINDOW AND DOOR WARRANTY

## ALL NEW CONSTRUCTION WINDOWS AND DOORS OF THE 300 SERIES

**At ViewPoint** we are proud of the quality and workmanship of our windows and patio doors and want you to be satisfied with them. We are pleased to offer you the following Limited Lifetime Warranty on our products for materials and workmanship from the date of installation at no additional cost to you! Of course, as you would expect, our warranty does not cover normal wear and tear, or damages resulting from misuse, abuse, neglect or improper maintenance, and alterations or damages caused by others.

### UNIT COMPONENTS

ViewPoint warrants to the original single-family homeowner that products manufactured by ViewPoint will be free of defects in parts and workmanship under normal use and service for as long as you own and reside in the home in which the ViewPoint products were installed.

### INSULATED GLASS

The insulated glass portion of the window is warranted not to "fail" under normal use and service for a period of twenty-five years from the date of purchase. A "failed" unit is one that develops a significant obstruction of vision resulting from a moisture film formation or dust collection between the interior glass surfaces of the unit caused by a failure of the hermetic seal. Small marks, scratches and spots which do not exceed company standards or federal government specifications DD-G-451D or ASTM C1036 Standard Specification for Flat Glass, do not make insulated glass units defective.

### COVERAGE DURING 1ST YEAR

ViewPoint will repair or replace any defective window components (including stress cracks) or parts at no charge (including labor), during the first year after purchase by the original single-family homeowner.

### INSULATED GLASS COVERAGE AFTER THE 1ST YEAR

Should the glass fail after the first (1<sup>st</sup>) as a result of defects described above, then ViewPoint will charge you a fixed percentage of the company's selling price for insulated glass at that time, according to the following schedule:

YEARS	REQUIRED PAYMENT PERCENTAGE (excluding labor)
2-10	0%
11-15	50%
16-25	75%

### REPAIR PROCEDURE

This warranty is limited to ViewPoint, at its option, either (i) repairing and/or replacing any defective parts (color matching not guaranteed), or (ii) in lieu of repair or replacement, refunding the amount paid by the original single-family homeowner for the ViewPoint product (excluding installation costs).

### PRODUCT CHANGES

ViewPoint reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and ViewPoint determines to make replacement, ViewPoint shall have the right to substitute such part or component designated by ViewPoint to be of equal quality and price.

### COMMERCIAL APPLICATIONS

If ViewPoint products are installed in non-owner multifamily occupied dwellings or used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to 10 years, excluding labor.

### LIMITATIONS

ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL EXPIRE WITH THE TERM OF THIS LIMITED WARRANTY. VIEWPOINT EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPAIR OR REPLACEMENT OR REFUND OF ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty.

### LIMITATIONS (cont.)

This limited warranty is only applicable in the USA. This limited warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state. This limited warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers.

### CONDENSATION, MOLD & MILDEW

Condensation on the glass surface is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold, mildew and related health risks. In no event shall ViewPoint be liable for any damages, including special, incidental or consequential damages, resulting from condensation, mold or mildew.

IF YOU BECOME AWARE OF PERSISTENT CONDENSATION ON YOUR WINDOWS YOU SHOULD TAKE IMMEDIATE REMEDIAL ACTION TO PREVENT WATER, MOLD AND/OR MILDEW DAMAGE TO YOUR PROPERTY AND POTENTIAL HEALTH RISKS.

### COLOR

Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

### DAMAGE RELATED EXCLUSIONS

- Improper use or maintenance
- Product failure or damage due to improper installation or modifications including: adjustments or corrections due to improper installation
- Failures due to product modifications or window shading devices (e.g. glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Units improperly assembled and/or improperly mulled by others
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship
- Glass or metal damage caused by others (e.g., brick wash, sanding or improper washing, chemicals or airborne pollutants such as salt or acid rain)
- Delivery damage by companies other than ViewPoint
- Accidents or Acts of God
- Normal wear and tear

### GENERAL EXCLUSIONS

- Non-transferable
- Tarnish, corrosion or discoloration of hardware finishes
- Screens are not covered under this warranty
- Caulking is a maintenance responsibility of the homeowner after installation and is not covered under this warranty
- Applicable taxes and freight

### LABOR RELATED EXCLUSIONS

- All labor is excluded after the first year of warranty
- Replacement of sash panels, glass or other components
- Removal and disposal of defective product
- Painting or staining of repaired or replaced product, component, trim or other carpentry work that may be required.
- Service trips to provide instruction on product use.