

# CLIMATEGUARD® Vinyl Replacement Windows

The Company warrants to the original end user a lifetime limited warranty from date of purchase, as long as the original end user shall own and reside in the home in which the products were installed subject to the limitations and conditions contained herein. CLIMATEGUARD Vinyl Replacement Windows will be free of defect.

## Window Frame and Sash

Vinyl Window Frame and Sash will not warp, blister, flake, peel, crack, rot or corrode under normal use and service.

## Screen Frames and Screen

Screen Frames are warranted against material and manufacturing defects resulting in rusting, rotting or staining for as long as you own and reside in your home. Screen fabric replacement excludes rips and tears.

## Balances and Locks

Balances used to raise and lower sashes of double hung windows and all closure locks are warranted against material and manufacturing defects.

## Insulated Glass

Hermetic seal that prevents dust or film formation between double or triple glazed units is warranted according to the terms and conditions below from the date of purchase:

Years 1-10	Company will provide replacement insulated glass unit at no charge.
Years 11+	Company will provide replacement insulated glass unit at 50% of current unit price.

## Service

There will be a service fee at current rates for in-home service. The Company will not be responsible for any costs incurred in the removal or replacement of any part or component, or installation or reinstallation of windows that were installed by an independent contractor or original end user.

## Exclusions

The Company excludes any warranty for:

- |  |   |  |
|--|---|--|
| (1) Accidents, fire, flood, wind, hail, lightning, acids | (7) Vandalism or theft                    | (13) Commercial projects   |
| (2) Atmospheric pollutants, mildew                       | (8) Frost, freezing, or condensation      | (14) Modifications or alterations to product                           |
| (3) Improper use   | (9) Improper flashing                     | (15) Application of harmful cleaning solutions                         |
| (4) Improper installation                                | (10) Improper drainage                    | (16) Installation outside the 48 contiguous United States              |
| (5) Settlement of building                               | (11) Improper wall design or construction | (17) Products subjected to inappropriate and/or untimely test measures |
| (6) Failure of structure                                 | (12) Improper home design or construction |  |

## Transfer

This warranty is transferable by the original end user to the purchaser of the residential home in which the products were installed. At the time of transfer, the warranty will convert to a 10 year limited warranty from the date of original purchase of the products covered by this warranty. A request for warranty transfer must be submitted in writing to the Company, 2622 North Pulaski Road, Chicago, IL 60639, within thirty (30) days from the completed sale of the home. Include the name, address, and phone number of the new homeowner along with the original order number and date of sale of the home.

## Claims

All warranty claims must be submitted in writing to the Company, 2622 North Pulaski Road, Chicago, IL 60639, within two weeks of discovery. Include the order number, purchase date, and describe your claim. Enclose your name, current address and phone number. A local representative will inspect the premises within a reasonable time if determined to be necessary by the Company.

In the event of needed repair or replacement, the remaining portion of the original warranty is in effect and covers replaced material. Nothing shall extend the original warranty period. In the event that a replacement part or unit is no longer manufactured, the Company reserves the right to substitute an equivalent component.

**THERE ARE NO OTHER WARRANTIES EXCEPT AS SET FORTH HEREIN. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**

The Company shall not be responsible for applicable taxes or any incidental or consequential damages including, but not limited to, damage or loss to persons or other property. No one has the authority to modify this warranty.

As laws from state to state differ, some of the exclusions or limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Any liability, whether in contract, in tort, under any warranty, in negligence, or otherwise, shall not exceed the return of the amount of the purchase price paid by the end user and under no circumstances shall the Company be liable for special, indirect, or consequential damages. The price paid for the product is consideration in limiting the Company's liability. No action, regardless of form, arising out of the product, may be brought more than one (1) year after the cause of action has accrued.

If any part of this warranty is found to be unenforceable, the remaining provisions shall remain valid. This warranty is effective for purchases as of 7/1/2008.

DATE OF PURCHASE: \_\_\_\_\_  
Contractor/Installer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

OPERATOR: \_\_\_\_\_  
Property Owner: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**SAMPLE**

07-01-2008 thru 08-31-2012