

# Window Systems Lifetime Limited Warranty

## WITH TRANSFERABILITY PROVISIONS

Alside makes available to the Original Purchaser—Present Property Owner the Lifetime Limited Warranty, warranting the Alside Vinyl Window and Patio Door System, for as long as the Property Owner shall own and live in the property at the stated property address, from date of window or patio door installation, under normal use and service, against specified defects in material and workmanship of these products, occurring as a direct result of the manufacturing process, and subject to the terms and conditions of this Limited Warranty. Only those products manufactured in Bothell, WA, or Yuma, AZ, shall qualify for the terms and conditions of this written warranty.

### Lifetime Limited Warranty – Vinyl Sash Frame and Vinyl Mainframe

For as long as the Original Purchaser—Present Property Owner shall own and live in the property, the rigidized vinyl in the window or patio door sash frames and in the window/patio door mainframe of the basic window or patio door is warranted against cracking, warping, peeling, flaking, blistering or corroding.

### Lifetime Limited Warranty – Moving Parts of the Basic Window Unit

The moving parts of the basic window unit, consisting of the balance and lower the window sash or the brass wheels to slide the sash, and locking mechanism to secure the window or patio door sash, are all warranted for as long as the Original Purchaser—Present Property Owner shall own and live in the property. Manufacturer is not liable for natural weathering of exterior surfaces or corrosion of the hardware or screens in highly corrosive environments, such as the entire state of Hawaii or within two miles of any coastline.

### Lifetime Limited Warranty – Fiberglass Screening and Screen Frame

The fiberglass screening material used in the window or patio door screen and the material for manufacture of the screen frames are warranted against manufacturing defects resulting in rotting or rusting, for as long as the Original Purchaser—Present Property Owner shall own and live in the property. Should such a manufacturing defect occur, the Manufacturer agrees to furnish to the original point of sale any new screen material or new screen frame material.

### Lifetime Limited Warranty – Insulating Glass Unit

The hermetically sealed insulated glass unit of the Alside Vinyl Window and Patio Door System is warranted for as long as the Original Property Owner shall own and live in the property from date of window installation against development of material obstruction of vision occurring from manufacturing defects, resulting from film formation or dust collection between the interior glass surfaces, caused by failure of the hermetic seal, under conditions of normal use and service.

### Lifetime Labor

The Manufacturer will provide the labor at no charge to the Original Purchaser—Original Property Owner for repair or replacement of the warranted window part or component, under the provisions of this Limited Warranty. This warranty does not cover breakage of glass or torn screening from any cause whatsoever. Labor provisions may be limited in areas not accessible by connecting road

systems between the dealer and the installed products location. In such instances, materials will be delivered to the selling dealer and labor allowance will be based upon that regions standardized rate.

### Alside Vinyl Window Systems Limited Warranty Transferable to Successor Owner

This Limited Warranty for the Alside Vinyl Window or Patio Door System is transferable one time by the Original Purchaser to the successor owner of the property, within the first ten (10) years from date of window installation. Upon transfer, the transferred warranty period shall be limited to the unexpired remaining portion of such ten (10) years from date of window installation, and shall not be further transferable.

### Property Owner Claim Procedure and Other Warranty Provisions

Any claims for defects under this Limited Warranty should be made in writing to P.O. Box 2010, Akron, Ohio 44309, Attention: Warranty Department, promptly after discovery of the claimed defect, describing the defect claimed and referring to this Warranty and date of window installation, together with the name of contractor, and proof of purchase, proof of property ownership and transfer info as requested. Allow a reasonable time for inspection purposes if determined to be necessary.

If the windows do not conform to this Warranty and any such manufacturing defect occurs within the time period specified, according to the provisions of this Warranty, then Alside agrees, at its option, to repair or replace the defective part or component of the window only, free of charge.

Replacement parts or components furnished by Manufacturer under this Warranty will have the standard color available at that time. A color change may occur between the new replacement part or component compared to the original window due to wear, discoloration or exposure and would not be considered a defect in that part or component.

Alside reserves the right to continue or change the design of the Vinyl Window or Patio Door System at any time. If the part or component of the window originally installed is no longer available and Alside determines to make replacement, Alside shall have the right to substitute an comparable part or component.

The Manufacturer does not warrant installation nor defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering of sash frames and mainframe, and screen and screen frame, oxidation, accidents or intentional damage, or fire, flood, windblown objects, hard water stains, hail, lightning, earthquake or other Acts of God, chemical pollutants, chemicals, brick wash, mildew, negligent maintenance, fading, misuse or abuse, building settlement or structural defects, or if subjected to stresses resulting from localized heat sources which cause excessive temperature differentials over the glass surfaces or edges, or any other causes or occurrences beyond the Manufacturer's control. This Warranty does not apply if the windows are painted, varnished or coated with any other substance that is not factory applied. Alside is not responsible for problems relating to barrier EIFS or any system that does not allow for the proper management of moisture within the wall system. Alside is not liable for incidental or consequential damage.

Normal weathering may cause any surface to oxidize, chalk or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which the Manufacturer has no control, contribute to the severity of these conditions.

Caulking may be necessary on some installations to seal the frames or trim package against water and/or air infiltration. Caulking is considered a maintenance issue and is the responsibility of the homeowner. It is not considered part of the product and is not covered under this warranty.

Condensation on windows may occur as the natural result of humidity within the house or building area and changes in interior/exterior temperatures, and does not indicate a

defect in the window. This Warranty does not cover condensation nor frost or freezing from condensation on the windows.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE EXPRESS WARRANTIES EXTENDED BY ALSIDE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF ALSIDE AND SHALL BE THE PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. ALSIDE SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

Some states do not allow the exclusion or limitation of implied warranties and incidental or consequential damages so the above 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.

### Commercial Applications

If the building in which the Alside Vinyl Window System is installed is owned by an entity other than an individual resident owner, whether by a corporation, partnership, an unincorporated association, or by a government or public entity, including without limitation, a church or school, then the warranty period shall be a Ten (10) Year Parts and Labor Warranty transferable for ten (10) years from the date of window installation, applicable to all window parts and components, on the basis of this Warranty, with labor at no charge to Property Owner on a limited warranty for a ten (10) year period, from the date of window installation, and subject to all other terms and conditions of this Limited Warranty.

Only those window products manufactured in Bothell, WA or Yuma, AZ after December 1, 2008, shall qualify for the terms and conditions of this written warranty.

SAMPLE

### Issued To

ORIGINAL PURCHASER—PRESENT PROPERTY OWNER

PROPERTY ADDRESS

CITY STATE ZIP

PHONE DATE OF WINDOW INSTALLATION

DEALER'S NAME

NUMBER AND TYPE OF WINDOW PURCHASED

Alside®