

VINYLMAX LLC
LIFETIME LIMITED WARRANTY
NON-PRORATED AND TRANSFERABLE

Vinylmax LLC (hereafter, Vinylmax) warrants, to you, the original resident property owner purchaser, for as long as you own or live in your home in which the windows are installed, or such shorter time as may be specified below, all windows manufactured by Vinylmax against "Latent Defects" as hereafter defined, arising out of faulty workmanship or defective material. Vinylmax's sole obligation under this Limited Warranty is limited to the repair or replacement, at Vinylmax's option, of Latent Defects. For purposes of this Limited Warranty "Latent Defects" are limited to those defects which are not apparent at the time of purchaser's inspection of the windows, but which become apparent and which are reported to Vinylmax in writing immediately upon becoming aware of the Latent Defect.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF VINYLMAX EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF THE PURCHASER.

VINYLMAX NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES ALL EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This limited warranty is subject to the following terms, conditions and exclusions, all of which are a part hereof:

- (A) **Vinyl Frames** will not chip, crack, peel, blister, pit, or materially warp for as long as you own or live in your home. This warranty is fully transferable to the next homeowner.
- (B) **Insulated Glass** will not have seal failure for as long as you own or live in your home, and will be free from material obstruction of vision from film formation caused by dust or moisture in the dead air space of the insulated glass unit. Upon transfer of this warranty, the second homeowner will receive a replacement unit of glass necessary to comply with this warranty for only 20 years after the manufacture date; thereafter a 50% credit off the company's current price will be allowed for the replacement glass. Glass will not break due to spontaneous cracking (stress crack) for one year after the date of manufacture.
- (C) **Screen Frame** will not crack or break for as long as you own or live in your home. Screen cloth will not rot or stain for as long as you live in your home. This warranty is fully transferable to the next homeowner.
- (D) **Parts and Hardware** will not break, crack, or otherwise fail for as long as you own or live in your home. Upon transfer of this warranty, the second homeowner will receive replacement necessary to comply with this warranty for only 5 years after the manufacture date; thereafter a 50% credit off the company's current price will be allowed for replacement parts.
- (E) **Laminated Exterior Foil and Painted Vinyl Exterior or Interior Finish** used by Vinylmax on its windows and patio doors is warranted against peeling, blistering, uneven and significant discoloration caused by normal environmental conditions for a period of 10 years. To satisfy its obligation under this warranty, Vinylmax will either repaint or replace, at its discretion, the part of the window determined under this warranty to be defective and covered by this warranty. Normal weathering of color and finish is not covered under this warranty.
- (F) **Wood** used on bay, bow and other windows may be damaged by excessive condensation, leaving windows partially open to rain, failure to seal and finish the wood surface, aging and failure of caulking, improper installation, and many other things. Vinylmax will replace the wood used on its bay and bows and other windows only if damage to the wood is caused by a manufacturing defect in its windows and the wood has been sealed and finished and only if notified of such damage within 60 days of the date of manufacture. It is the homeowner's responsibility to seal and finish surface of this wood if the product is not purchased prefinished by Vinylmax. Any damage occurring because of failure to seal and finish this wood is not covered under the terms of this warranty.
- (G) **Labor Costs** for removing, replacing, or installing any part furnished by Vinylmax under this warranty, for the first year only after date of manufacture of the window, will be paid by Vinylmax. All such labor charges must be approved beforehand by Vinylmax. After one year from the date of manufacture, labor costs are not included under this Limited Warranty and neither Vinylmax nor its distributors or dealers will be responsible for any labor costs for removing, replacing, installing or reinstalling any window or part furnished by Vinylmax under this warranty. Service call charges for problems reported after the first year or for inspections which determine that there is no warranty coverage for the problem are not included under this Limited Warranty.
- (H) **Commercial Use** of Vinylmax windows and doors in office buildings, schools, churches, or in rental properties will limit the coverage of this warranty to one year on parts and hardware and ten years on vinyl frames and insulated glass and the warranty will not be transferrable.
- (I) Warranty service is not available for and does not cover correction of the results of ordinary wear and tear, or damage due to misuse or neglect, negligence or failure to provide proper maintenance. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY WINDOW WHICH HAS BEEN MODIFIED OR REPAIRED BY PURCHASER OR ANY PARTY OTHER THAN VINYLMAX OR ITS AGENTS, OR TO ANY ITEMS WHICH ARE INSTALLED OR CONSTRUCTED PURSUANT TO A SEPARATE CONTRACT OR AGREEMENT BETWEEN THE PURCHASER AND ANY PARTY OTHER THAN VINYLMAX.
- (J) This Limited Warranty covers only the windows purchased.
- (K) **Other Terms** - This Limited Warranty specifically excludes any and all secondary, incidental or consequential damages caused by any defect or breach hereof. No steps taken by Vinylmax to correct defects shall act to extend the scope or duration of this Limited Warranty beyond the Warranty Period. No representative of Vinylmax has the Authority to expand or extend the scope or duration of this Limited Warranty or to make verbal agreement with respect thereto. All items for correction must be in written form.
- (L) **Severability** - The invalidity of any agreement, restriction, condition, reservation or any other provision of this Limited Warranty shall not impair or affect in any manner the validity or effect of the remaining provisions of this Limited Warranty.

The Purchaser approves and accepts the above Limited Warranty, including the terms, conditions, and exclusions thereto, and agrees that this Certificate of Limited Warranty is in lieu of all other warranties of Vinylmax, including limitation those implied at law, with regard to the Purchased Windows.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, VINYLMAX HEREBY EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND WARRANTIES FOR CONSUMER PRODUCTS UNDER MAGNUSON MOSS WARRANTY ACT WITH RESPECT TO THE PURCHASED WINDOWS.

Exercise of Warranty by original Purchaser or subsequent homeowner must be done by notifying Vinylmax immediately upon becoming aware of any claim for defect and allowing reasonable time for Vinylmax to inspect the defect. Vinylmax will repair or replace the defective part only after inspection, or if inspection is not practical, after you return the defective part to Vinylmax. Vinylmax will ship the repaired or replaced part to you or to the nearest authorized dealer, at the discretion of Vinylmax. You are responsible for shipping and packaging cost for this shipment. Proof of original purchase is shown by providing BOTH the serial number from the window AND the original purchase receipt from your dealer. Proof of transfer is shown by providing the Acknowledgement of Warranty Transfer form.

Transfer of Warranty by you to one subsequent owner is done by sending a letter notification and a check for \$40.00 to Vinylmax.

Product changes may occur in any window model or part used on any window. Vinylmax shall have the right to replace a defective part with any part of equal function and value if the original style is no longer available.

This warranty put into effect January 1, 2010

WINDOW NOTES & EXPLANATIONS

VINYLMAX WINDOWS are designed and manufactured to add beauty to your home and increase the comfort level of your living environment. Vinylmax adheres to manufacturing standards that guarantee you will receive that beauty and comfort. Every window is custom made for your specific order by people who really care about your satisfaction. By our Limited Warranty, we stand behind this commitment to your satisfaction for as long as you reside in your home.

While we are committed to making the best window possible for your satisfaction, we cannot produce a flawless product. Certain tolerances are necessary and unavoidable in the manufacturing and installation process.

The following explanation of some common occurrences may help you to understand these tolerances and industry standards of fit and finish:

1. Small scratches and nicks in the vinyl, of a minor nature, may occur for any number of reasons, and can be buffed out with fine buffing compound suitable for vinyl surfaces. White and tan Vinyl is colored throughout and minor nicks and scratches do not affect the performance or overall appearance of your windows. Other colors may have either a coated or laminated finish, for which touch up kits are available.
2. Vinyl rails may not be precisely straight at times. There are a variety of reasons for this, but the composition of vinyl that results in its warmth, its weatherability, and its freedom from maintenance, also allows it to be somewhat flexible. Vinylmax allows 1/8" of deviation from a true straight line for every 24" of length.
3. Vinyl sashes and frames must have room to expand and contract with variations in temperature from summer to winter. The frame must be installed in the opening with at least 1/8" on each side to expand (without expansion room, the sashes could bow while trying to expand). Sashes are designed to float within the frame with no less than 1/32" and no more than 3/32" gap per side and no less than 1/16" and no more than 3/16" up and down play (or side to side play in the case of a slider) of the two sashes in a locked position.
4. The insulated glass is made with the highest quality float glass used in the window industry. It must be understood that there is no such thing as a "perfect" piece of glass. Even in the best quality there are "commercially acceptable" flaws. While there are exacting Federal Specifications as to "commercially acceptable" flaws, the standard accepted in the window industry is that if the flaw can't be seen from a distance of seven feet away and three feet over, it isn't a flaw.
5. Grids placed in between the pieces of glass are sometimes not perfectly lined up, either vertically or horizontally. Industry standard calls for allowance of up to 1/8" out of perfect alignment which is usually not noticeable depending on the angle of view.
6. Air can enter around and through the best window. Do not expect to have zero air infiltration on any vertically or horizontally operating window. Vinylmax windows are designed to allow the minimum amount of air infiltration consistent with the ease of operation of your window and consistent with industry standards for allowable air infiltration.
7. Water can enter into the sill track of several different styles of windows. These windows are designed to capture this water before it enters your home and drain it outside. The presence of water in the sill of the window does not indicate a problem unless it actually flows over the window sill on to your sill or wall.
8. Condensation is a problem associated with high humidity levels in the home. New Vinylmax windows with their warmer surfaces may help reduce condensation, but to eliminate the problem, the moisture level in the home must be reduced. Vinylmax has several publications that explain how you can reduce the humidity levels in your home. High humidity levels may contribute to the formation of mold in your home, so condensation may be a warning sign of a potentially serious situation.
9. **Maintenance Required On Your Vinylmax Windows**
 - 1) keep sill track clean of dirt and debris so water can flow freely to outside
 - 2) keep weep holes free of obstructions so water can flow freely to outside
 - 3) inspect outside caulking around windows regularly and replace caulk when necessary
 - 4) clean and check operation of hardware and weather-stripping regularly and repair if necessary
 - 5) determine the source of any moisture that you see around your windows and stop its entry and accumulation
 - 6) dry out immediately any areas around your windows that you observe are wet (immediate action is necessary to mitigate any damage to your home) the use of a dehumidifier, fan, or any warm air source will help dry out affected area.
 - 7) maintain relative humidity at moderate levels.

We are certain that your new Vinylmax windows will add the beauty to your home that you expected and the comfort to your living area that you wanted, and that they will perform well for many years.