Seven D Industries, LP Limited Lifetime Product Warranty (Warranty is Effective 01/01/2008 and replaces all previous warranties))

The Seven D Industries, LP Limited Lifetime Warranty provides coverage to the original product purchaser in the event of any defects in workmanship occurring as a direct result of the manufacturing process, as to the structural parts of the basic window under conditions of normal use and service in residential applications, subject to the terms and conditions below.

This warranty is limited to a period of ten years from the date-of-purchase by the original dealer in any of the following applications: commercial, governmental, nonresidential not-for-profit, schools, condominiums, cooperative housing buildings or buildings and apartments. THIS WARRANTY DOES NOT APPLY TO ANY APPLICATION NOT SPECIFIED HEREIN.

<u>THE SEAL</u> on the insulated glass pack is warranted, to the original purchaser only, in the event of defects resulting in dust or moisture condensation between the glass surfaces for 20 years from the date-of-purchase by the original dealer (photo is required). Small marks and scratches on the glass do not necessarily constitute defective glass. (Refer to ASTM C-1036-Standard Specification for Flat Glass). Should the glass require warranty service, the company will provide the replacement glass as follows:

- 1) Years 1 through 10, Seven D Industries, LP will provide a replacement glass component at no charge.
- 2) Years 11 through 20, 50% of the cost of the replacement glass component at our current price for insulated glass at that time.

Replacement cost is for the glass only FOB factory. This warranty is void if the glass has been cracked, broken, subjected to excessive heat, or other misuse.

<u>GLASS BREAKAGE IS NOT COVERED UNDER THIS WARRANTY</u>. A 12-month warranty is provided for stress cracks. (Photo proof required when filing claim). Otherwise, this warranty provides no coverage for glass breakage. <u>Hardware</u> such as balances, operators, hinges and locking mechanisms are warranted for 3 years to the original product purchaser. <u>VINYL</u> carries a limited warranty from the vinyl manufacturer in the event of defects in material and workmanship. Please visit our website at <u>www.7dindustries.com</u> for vinyl manufacturers warranties. <u>SCREENS</u> are covered by a 90-day warranty on the screen frame and a 30-day warranty on screen mesh.

NOTE!!!! SHOULD YOU FEEL YOUR WINDOW/DOOR PRODUCT IS DAMAGED OR LEAKING WATER, SEVEN D INDUSTRIES, LP MUST BE NOTIFIED IMMEDIATELY OF THE PROBLEM, AS WE ARE NOT RESPONSIBLE FOR ANY LATENT DAMAGE DUE TO ROT AND/OR MOLD. THIS WARRANTY IS VOIDABLE AT THE OPTION OF SEVEN D INDUSTRIES, LP IN THE EVENT FIELD TESTING, IF NECESSARY, (1) IS NOT PERFORMED IN ACCORDANCE WITH AAMA 502-08 "VOLUNTARY SPECIFICATION FOR FIELD TESTING OF WINDOWS AND SLIDING GLASS DOORS, AND/OR AAMA 511-08 "VOLUNTARY GUIDELINE FOR FORENSIC WATER PENETRATION TESTING OF FENESTRATION PRODUCTS," and (2) IS NOT PERFORMED BY AN AAMA-CERTIFIED LAB, AND (3) SEVEN D INDUSTRIES, LP IS NOT NOTIFIED PRIOR TO THE TIME OF TESTING IN ORDER FOR SEVEN D INDUSTRIES, LP TO BE REPRESENTED AT SUCH TESTING. ALL TESTING EXPENSES SHALL BE BORNE COMPLETELY BY THE PERSON MAKING THE WARRANTY CLAIM.

EXCLUSIONS & LIMITATIONS: ALL REPLACEMENT PARTS AS LISTED IN THIS WARRANTY ARE SHIPPED FOB Factory, AND DO NOT COVER ANY POSSIBLE LABOR OR SHIPPING/HANDLING CHARGES. This warranty does not cover defects resulting from accidents, alterations (including but not limited to reinstallation, tints and/or films applied by third parties, paint finishes applied by third parties or paint finishes supplied by the vinyl manufacturers and installation of security systems), improper installation, failure to follow Seven D Industries, LP's recommended installation instructions, installation not in compliance with local and/or state building codes or industry standards, misuse (including failure to perform reasonable and necessary maintenance), abuse, settlement of the structure, fire, lightning, hurricanes, tornadoes, windstorms, hail, vandalism and other criminal acts, earthquakes or other acts of God, impact of foreign objects or other causes beyond the control of Seven D Industries, LP. With the exception of moisture within the sealed glass component resulting from seal failure, this warranty does not cover condensation of any kind. This warranty also does not cover convection (for information on convection, please contact Seven D Industries, LP warranty department at the phone number listed below or visit www.7dindustries.com for other contact information). Seven D Industries, LP will not be responsible for any costs or damages with respect to the removal, installation or reinstallation of any window, window component, door, and door components.

THIS WARRANTY DOES NOT COVER ANY WINDOW AND/OR DOOR PRODUCTS OR THEIR INDIVIDUAL COMPONENTS INSTALLED IN SHIPS, VEHICLES OR OUTSIDE THE UNITED STATES. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SEVEN D INDUSTRIES, LP SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR WHETHER OR NOT OCCASIONED BY SEVEN D INDUSTRIES, LP'S MANUFACTURING DEFECTS. IN NO EVENT SHALL SEVEN D INDUSTRIES, LP'S LIABILITY UNDER THIS WARRANTY EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCTS. Your dealer or installer may offer their own warranty, which in no way modifies, alters or extends this warranty offered by Seven D Industries, LP. This warranty applies and benefits only THE ORIGINAL PRODUCT PURCHASER and is non-transferable. The start date for the warranty is the date-of-purchase by the original dealer. Seven D Industries, LP reserves the right to discontinue or change any of its products or product components without notice (written or verbal). In the event products covered under this warranty are no longer available, Seven D Industries, LP serves the right to make substitutions that in Seven D Industries, LP's opinion are of equal price or quality.

HOW TO EXERCISE YOUR WARRANTY: To initiate a claim on this warranty you must within 30 days from the date problem was determined contact our WARRANTY DEPARTMENT at (866) 223-5002. Upon receipt of your claim and proof-of-purchase, Seven D Industries, LP at its sole discretion, will send the warranted replacement parts directly to you FOB Factory. (Note Additional documentation may be required) The original product purchaser reserves the right to request the service of a field technician for an hourly rate and mileage charge paid in advance of service.

ARBITRATION: By purchasing this Seven D Industries, LP product, you agree the place of purchase was our factory and that any dispute arising out of this product purchase or this warranty will be resolved by binding arbitration before an arbitration panel selected in accordance with rules promulgated by the American Arbitration Association ("AAA"). Such arbitration will be conducted in Blair County, Pennsylvania.

THIS WARRANTY, TOGETHER WITH THE SEVEN D INDUSTRIES, LP INSTALLATION INSTRUCTIONS FOR THE SPECIFIC PRODUCT PURCHASED, SET OUT THE ENTIRE LIABILITY OF SEVEN D INDUSTRIES, LP AS LONG AS IT EXISTS. The Seven D Industries, LP website contains important information related to Seven D Industries, LP products, including but not limited to, care and maintenance instructions and installation instructions and applicable vendor warranties. Copies of these important documents can be obtained by contacting us at the phone number listed above.