



Limited Warranty Replacement Products

Series 3000 Double Hung

Thermal Windows & Doors warrants to you, the original purchaser of Thermal Windows & Doors Replacement Windows and/or Sliding Glass Doors, that these products will be free from defects in materials and workmanship under normal use and service, for as long as you own and reside in the home in which the products were installed. Thermal Windows & Doors expressly disclaims all special, incidental or consequential damages arising from the use of the products.

BASIC PRODUCT UNIT - LIFETIME

The rigid vinyl in the product is warranted against chipping, cracking, peeling, pitting or blistering for as long as you own and reside in the home in which the products were installed.

MOVING PARTS - LIFETIME

Moving parts, such as balances that are used on double hung products and locking mechanisms are warranted for as long as you own and reside in the home in which the products were installed.

INSULATING GLASS - 30 YEARS

The sealed insulating glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the dead air space of the sealed insulating glass unit during the 30 year coverage period as long as the original property owner owns and resides in the home in which the products were installed.

PROCEDURE

BY ACCEPTANCE AND USE OF THE PRODUCTS, EACH ORIGINAL PURCHASER ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED HEREIN ARE SUFFICIENT AND SHALL NOT DEPRIVE SUCH ORIGINAL PURCHASER OF THE VALUE BARGAINED FOR IN THE ORIGINAL PURCHASE. THE PROCEDURE FOR OBTAINING THERMAL WINDOWS & DOORS' PERFORMANCE OF IT'S WARRANTY OBLIGATION IS AS FOLLOWS: IF ANY PART OF THE PRODUCT DESCRIBED ABOVE SHOULD FAIL, FORWARD THAT PART PREPAID TO OUR NEAREST DISTRIBUTION CENTER. YOU CAN FIND THE DISTRIBUTION CENTER NEAREST TO YOU BY CALLING THERMAL WINDOWS & DOORS' CORPORATE HEADQUARTERS AT THE PHONE NUMBER SET FORTH BELOW. IF UPON INSPECTION OF THIS PART IT IS DETERMINED IT FAILED BECAUSE OF A MANUFACTURING DEFECT, A NEW REPLACEMENT PART WILL BE SUPPLIED. THE PURCHASER MUST PAY FOR ALL SHIPPING OF REPLACEMENT PART(S) AND/OR PRODUCT(S). REPLACEMENT PARTS FURNISHED MAY VARY SOMEWHAT IN APPEARANCE DUE TO POSSIBLE DESIGN MODIFICATIONS. THERMAL WINDOWS & DOORS 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 THERMAL WINDOWS & DOORS DETERMINES TO MAKE REPLACEMENT, THERMAL WINDOWS & DOORS SHALL HAVE THE RIGHT TO SUBSTITUTE SUCH PART OR COMPONENT DESIGNATED BY THERMAL WINDOWS & DOORS TO BE OF EQUAL QUALITY AND PRICE. SOME PARTS OF A WINDOW/DOOR, SUCH AS INSULATING GLASS OR STRUCTURAL VINYL MEMBERS, ARE IMPRACTICAL TO SHIP TO OUR DISTRIBUTION CENTER FOR INSPECTION. THEREFORE, TO OBTAIN SATISFACTION OF WARRANTY CLAIMS FOR THOSE PRODUCTS, VISUAL INSPECTION WILL BE MADE BY A REPRESENTATIVE OF THERMAL WINDOWS & DOORS IF SUCH INSPECTION SUBSTANTIATES THAT THE MATERIAL HAS FAILED AND IS COVERED UNDER THE WARRANTY, A REPLACEMENT PART WILL BE SHIPPED EITHER TO THE ORIGINAL SELLING DEALER OR DIRECTLY TO THE PURCHASER. THE PURCHASER MUST PAY FOR ALL SHIPPING OF REPLACEMENT PART(S) AND/OR PRODUCT(S). NEITHER THERMAL WINDOWS & DOORS NOR ITS DISTRIBUTORS, UNLESS INDICATED OTHERWISE BY THEM IN WRITING, WILL BE LIABLE FOR ANY LABOR INVOLVED IN REPLACING ANY PARTS DESCRIBED IN THIS WARRANTY. THIS LIMITED LIFETIME WARRANTY IS EXTENDED TO THE ORIGINAL PURCHASER AND, IF APPLICABLE, TO ANY SUBSEQUENT PURCHASER CONSISTENT WITH THE WARRANTY TRANSFER PROVISION SET FORTH BELOW. IN LIEU OF REPAIR OR REPLACEMENT, THERMAL WINDOWS & DOORS, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUND THE AMOUNT PAID BY THE PURCHASER FOR THE WINDOW PRODUCT (EXCLUDING INSTALLATION COST). IN NO EVENT SHALL THERMAL WINDOWS & DOORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY DELAYS IN THE PERFORMANCE OF THIS WARRANTY DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL EXPIRE WITH THE TERM OF THIS LIMITED WARRANTY.

CONDENSATION, MOLD & MILDEW

Condensation on glass 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 issues. In no event shall Thermal Windows & Doors 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. Additional information is available upon request.

COLOR

Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light and 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.

CAULKING

On some installations, caulking is used to seal the frame or trim package against water or air penetration. Caulking is not considered part of the window/door, and therefore, is not covered under this warranty. Caulking is considered a maintenance responsibility of the homeowner.

EXCLUSIONS

This warranty covers only manufacturing defects as specified herein and does not include product failure or property damage due to improper installation, mishandling, misuse, abuse, accidents, fire, hail, flood, earthquake or other acts of God, explosion, vandalism, terrorism, civil unrest, chemical pollutants in the atmosphere, salt spray or acid rain, normal weathering or any other cause or external forces beyond the control of the manufacturer. Other exclusions are as follows; 1) small marks, scratches and spots on the glass which do not exceed company standards or Federal Government specification ASTM C-1036, 2) condensation on the glass is the natural result of excessive moisture in the house and does not indicate a defective product or faulty installation, 3) caulking (see "Caulking"), 4) if Thermal Windows & Doors products are installed in non-owner, multi-family occupied dwellings or, used for commercial purposes such as schools, churches, government owned structures, office buildings, etc. then this warranty will be limited to ten (10) years.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION OF REMEDIES FOR BREACH OF WARRANTY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS 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.

CORPORATE HEADQUARTERS

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