

CONDENSATION

Condensation or frost on the inside or outside surface of the glass or window does not indicate a defect in the window and is not covered by this warranty. Condensation occurs when warm moist air comes in contact with the colder surface on a window. It is a response to temperature and humidity in the home and is not the fault of the window. Since we use the warmest edge glass spacer, you will have much less (if any) moisture on the inside surface of your glass than a comparable metal spacer.

OTHER CONDITIONS, LIMITATIONS, DISCLAIMERS, AND EXCLUSIONS

THIS WARRANTY IS THE EXCLUSIVE REMEDY AND SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED.

DISCLAIMER OF OTHER WARRANTIES: CLIMATE SOLUTIONS MAKES NO WARRANTIES EXCEPT AS ARE SET FORTH IN THIS WARRANTY, AND SHALL NOT BE LIABLE FOR A BREACH OF ANY OTHER WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE) ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATIONS OF REMEDIES: YOUR EXCLUSIVE REMEDY FOR ANY CLAIM MADE UNDER THIS WARRANTY SHALL BE THE REPLACEMENT OF DEFECTIVE COMPONENT PART(S) OR REFUND OF THE PURCHASE PRICE OF THE DEFECTIVE COMPONENT PART(S). IN NO EVENT SHALL CLIMATE SOLUTIONS' LIABILITY HEREUNDER EXCEED THE AMOUNT PAID TO CLIMATE SOLUTIONS FOR THE PRODUCT, FURTHERMORE, IN NO EVENT SHALL CLIMATE SOLUTIONS BE LIABLE FOR ANY PERSONAL INJURY; LOSS OF PROFITS; LOSS OF USE; OR PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY CLIMATE SOLUTIONS' NEGLIGENCE.

Some states do not allow the exclusion or limitation of consequential damages or limitation of the duration of implied warranties. This Limited Lifetime Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

WINDOW/DOOR CARE

- Clean frames with a mixture of mild dish soap and water.
- Check to make sure that drainage "weep" holes are clear of dirt and obstacles.
- Abrasive or caustic cleaner are not recommended as they may cause permanent damage to the vinyl finish
- Chemicals can cause discoloration of the vinyl. Avoid all fuels, solvents, bleaches and corrosive chemicals.
- To avoid scratches in the glass, never use a razor blade, putty knife or abrasive pad to clean the glass.



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Limited Lifetime Transferable Warranty

WARRANTY STATEMENT

ISSUED TO

ORIGINAL PURCHASER-PRESENT PROPERTY OWNER

PROPERTY ADDRESS

CITY

STATE

ZIP

PHONE

DATE OF WINDOW INSTALLATION

DEALER'S NAME

INVOICE NUMBER

QUANTITY AND TYPE OF WINDOW PURCHASED

WARRANTY COVERAGE

Effective for windows and doors purchased subsequent to April 1st, 2016 Subject to the conditions and limitations set forth in this Warranty, CLIMATE SOLUTIONS warrants that its windows/doors will be free from defects in material and workmanship that substantially impair their operation or performance for as long you own and reside in the home in which the windows/doors are initially installed. This warranty is made solely to the original purchaser(s) of the owner-occupied single family home into which the new windows/doors are initially installed (the "Owner"). The following is a more detailed description of the warranties provided herein:

Vinyl The vinyl in our windows is warranted against chipping, cracking, warping, peeling, pitting or blistering.

Hardware Moving parts such as balances, locks, rollers and weatherstrip are covered under the Warranty.

Screens All screen materials, including screen frames and screen mesh, are warranted against defects in material and workmanship that substantially impair their operation or performance. However, screens are designed to keep insects outside of your home, not as barriers to prevent people or items from falling out of the window. Accordingly, damage caused to screens is not covered under this Warranty.

Insulated Glass Units The sealed insulated glass unit is warranted against defects in material and workmanship resulting in material obstruction of vision from film formation caused by dust or moisture in the air space of the insulated glass unit ("Seal Failure"). This is a lifetime non-prorated warranty. Stress cracks are covered for a maximum period of one (1) year after initial installation. Minimal glass curvature and minor scratches which do not impair structural or normal vision are not covered under this Warranty. Blinds between the glass are limited to a five (5) year warranty and does not cover levelness.

Commercial or Multi-Family Installation of CLIMATE SOLUTIONS windows and doors in a structure other than an owner-occupied, single family home will limit the application of the above Warranty and its remedy to a maximum period of ten (10) years from the date of initial installation for all parts of the windows/doors except the glass, which is warranted against Seal Failure for a maximum period of ten (10) years from the date of initial installation.

WARRANTY CLAIM

ANY OBLIGATION OF CLIMATE SOLUTIONS UNDER THIS WARRANTY IS CONTINGENT UPON PROPER NOTICE OF CLAIM BY OWNER AND AN OPPORTUNITY FOR CLIMATE SOLUTIONS TO PERFORM.

Notice of claim should be provided to the dealer or contractor from whom the homeowner purchased the windows/doors and must include (1) your contact information, (2) proof of purchase with the invoice number attached (the invoice number is located on the sticker attached to the sash or frame of the window/door), (3) proof of ownership, and (4) a description of the problem (photographs are helpful, not always required). In the event that notice cannot be given to your original dealer/contractor you may contact CLIMATE SOLUTIONS who can advise you of an authorized dealer/contractor for claim service.

Upon receipt of your claim, CLIMATE SOLUTIONS will acknowledge receipt of your claim, investigate, and take appropriate action. Upon request, you must allow for inspection of the product as-installed, which will incur a charge that will be refunded if manufacturing fault is determined. Failure to permit such inspection will automatically nullify and void this warranty. If CLIMATE SOLUTIONS determines that the claim is valid, CLIMATE SOLUTIONS will provide replacement component(s) as necessary for correction of any defect in material and workmanship that substantially impairs the product's operation or performance to either the dealer, the contractor or homeowner free of charge. Alternatively, if replacement is not practicable or replacement is not reasonably available, then CLIMATE SOLUTIONS in its discretion may choose to refund the purchase price of the affected component(s). Labor is not included for any warranted product(s). Warranted parts will be shipped to nearest dealer/customer or F.O.B. CLIMATE SOLUTIONS.

IN NO EVENT SHALL CLIMATE SOLUTIONS' LIABILITY HEREUNDER EXCEED THE AMOUNT PAID TO CLIMATE SOLUTIONS FOR THE PRODUCT(S). LABOR AND SHIPPING IS NOT INCLUDED.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS WARRANTY IS YOUR EXCLUSIVE REMEDY AND SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED. EXCEPT AS SET FORTH HEREIN, CLIMATE SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS WINDOWS/DOORS AND EXCLUDES AND DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, OR OTHERWISE). IN NO EVENT SHALL CLIMATE SOLUTIONS BE LIABLE FOR ANY PERSONAL INJURY; LOST PROFITS; LOSS OF USE; OR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY CLIMATE SOLUTIONS' NEGLIGENCE.

LIMITATIONS AND EXCLUSIONS

CLIMATE SOLUTIONS shall have no liability under this Warranty for:

- Normal wear-and-tear, aging, weathering, corrosion or bugs or insects eating screen mesh;
- Normal maintenance, including but not limited to maintaining sealants, caulks, trim, and flashings that surround or impact the performance of the product(s);

- Damage cause by lack of maintenance, misuse, neglect, or abuse;
- Damage caused by improper installation, accident, fire, flood, explosion, misuse, abuse, vandalism or other external forces;
- Improper handling or storage of windows/doors;
- Products for which CLIMATE SOLUTIONS has not received payment or if windows/doors are over or under the maximum or minimum size listed in CLIMATE SOLUTIONS price catalog;
- Damage caused by harmful chemicals, unapproved coatings or excess air pollution;
- Wood on jamb extensions or head and seatboards if not properly protected against moisture;
- Condensation on glass which is a natural result of humidity and temperature;
- Minimal glass curvature or minor scratches on glass which do not impair structural or normal vision;
- Alterations and/or modifications of the product and/or its components(s), including but not limited to reinstallation, applications of tints and/or films, caulk and paint finishes, and installation of security systems or window coverings.

The limited warranties set forth in this document are the only warranties (written or oral, express or implied) applicable to your CLIMATE SOLUTIONS windows and doors, and no-one is authorized to modify or expand these warranties. All warranty claims must be made during the applicable warranty period.

Painted products applied by CLIMATE SOLUTIONS are limited to a ten (10) year warranty on exterior paint only and are subject to normal wear and fading. Interior paint is NOT warranted

CLIMATE SOLUTIONS reserves the right to discontinue or modify any of its products. CLIMATE SOLUTIONS may substitute products which it designates to be of equal or comparable quality in the event the product initially installed has been discontinued or modified.

Caulking/silicone is required in most installations. This is not considered as part of our products and is therefore not included in our warranty.

This warranty is applicable only to the double hung, double slider, 3-lite slider, casement, awning, hopper, picture windows and patio doors. Bay, Bow and Garden windows are warranted by CLIMATE SOLUTIONS against any manufacturing defects in materials and workmanship, or any direct result of the manufacturing process, for a period of ten (10) years from the original purchase date. The product warranty is non-prorated and fully transferable. Moisture, condensation and/or ice on the inside surface of the window may occur as the natural result of excessive humidity levels within the home, and is not the result of a manufacturing defect.

CLIMATE SOLUTIONS shall have no warranty obligations whatsoever with respect to any product which has been altered or modified in any manner from the form in which it was delivered or collected from CLIMATE SOLUTIONS' factory. This Warranty does not cover normal or remedial maintenance repairs or damages or defects caused or contributed to by accident, improper use of the product, any cause external to the product or any occurrence beyond our control. Any product misuse, abuse, placement in any application other than in home use or attempt to alter or repair the product other than by CLIMATE SOLUTIONS authorized service provider shall void this Warranty.

If any sample or model was shown or proved to you by CLIMATE SOLUTIONS or any dealer, contractor, or sales representative (including photographs within any product catalog(s) or promotional literature), such sample, model or photograph was used merely to illustrate the general type of quality of the product and such use is not to be construed as warranty that the actual product shipped will conform to such sample, model or photograph.

Notwithstanding anything to the contrary in this Warranty, CLIMATE SOLUTIONS shall not be deemed in default by reason of any failure or delay in the performance of any obligation under this Warranty where such failure or delay arises out of any cause beyond the control and without the fault or negligence of CLIMATE SOLUTIONS. Such causes may include, but are not limited to strikes; riots; war; storms; floods; unusually severe weather; fires; perils of sea; explosions; acts of God; applicable governmental action or regulation which would hinder or prohibit CLIMATE SOLUTIONS from ordering, procuring or furnishing materials, supplies, equipment, labor or service provided for in this Warranty or from performing any aspect of the obligations hereunder (except that this section shall not absolve you of any obligation to pay for delivered Product); delay in transportation; inability to obtain necessary labor, materials, supplies, equipment, services or manufacturing facilities; and/or the failure of a subcontractor or supplier to perform where such non-performance arises out of causes beyond the control of, and without the fault or negligence of CLIMATE SOLUTIONS.

In the event of a warranty claim the property owner will be responsible for the charges based on the following schedule:

0 - 10 years	No Charge
11 - 15 years	50%
16 - 20 years	70%
21 - 25 years	80%
25 + years	90%

WARRANTY TRANSFER

If Owner sells the single-family home in which the CLIMATE SOLUTIONS window(s)/door(s) were initially installed, this Warranty may be transferred to the second purchaser. The transfer will become effective only upon receipt by CLIMATE SOLUTIONS of a \$95.00 transfer fee. This Warranty may not be transferred more than once. Additionally, Warranty transfer is not permitted with respect to CLIMATE SOLUTIONS installed in structures other than owner-occupied single family homes, and the Warranty may not be assigned. You will need to supply CLIMATE SOLUTIONS with the date of initial installation, address, CLIMATE SOLUTIONS order number, signature of original purchaser, name and signature of second purchaser and date of transfer. **To transfer your Warranty please contact CLIMATE SOLUTIONS DIRECTLY**