

EMPLOYEE OWNED THERMO-TWIN INDUSTRIES, INC. and Subsidiaries

1155 Allegheny Avenue, Oakmont, Pennsylvania 15139

WHOLESALE & DEALER WARRANTY

Customer: _____ **Order#:** _____ **Date:** _____

We welcome you to the family of satisfied Thermo-Twin Industries, Inc. ("Thermo-Twin") customers and appreciate the opportunity to serve you. As one of the region's leading replacement window companies, we take pride in the exceptional quality of our products and service as well as unparalleled customer satisfaction. This Warranty covers windows manufactured by Thermo-Twin and purchased for either use in property where the purchaser may be the sole owner, or a property belonging to others, and have no affiliation with the purchaser. This Limited Warranty applies solely to windows manufactured by Thermo-Twin.

<u>COMPONENT</u>	<u>WARRANTY</u>	<u>LENGTH</u>
Thermalized Frame & Sash	Free from chipping, cracking, peeling and blistering as long as the Original Consumer Purchaser owns and resides at the Property	Ten (10) Years
Moveable & Stationary Parts	Free from defects in material and workmanship as long as the Original Consumer Purchaser owns and resides at the Property	Five (5) Years
Fiberglass Screening	Free from rotting, staining or rust as long as the Original Consumer Purchaser owns and resides at the Property. This Warranty does not apply to minor variations in the screen mesh weave as slight variations may occur in the manufacturing process.	Five (5) Years
Vinyl Frame & Sash	Free from chipping, cracking, peeling and blistering as long as the Original Consumer Purchaser owns and resides at the Property	Ten (10) Years

INSULATED GLASS UNITS WARRANTY

Thermo-Twin warrants the Insulated Glass Hermetic Seal against manufacturing defects resulting in significant material obstruction of vision from film formation caused by dust or moisture condensation in between the internal glass surfaces under normal use for **TWENTY (20) YEARS** from the date of installation by the purchaser. Should the unit fail during the first **TEN (10) YEARS**, the Company will provide the replacement unit at no charge. During the **ELEVENTH (11) YEAR**, 50% of the cost of the replacement unit at the then prevailing cost. The Company's liability for the remaining years will decline 5% per year through the **TWENTIETH (20TH) YEAR**. Small marks, scratches and spots which do not exceed Federal Specification DD-04516 do not constitute defects for the purposes of this Warranty. **ANY LABOR PERFORMED BY THERMO-TWIN INDUSTRIES, INC. FOR GLASS REPLACEMENT, REGARDLESS OF THE YEAR OF FAILURE, WILL BE INVOICED AT THE PREVAILING RATE.**

INSULATED GLASS UNIT WARRANTY EXCLUSIONS

This Warranty does not cover Insulated Glass Units if:

1. The glass has been cracked or broken.
2. The unit has been subjected to stress resulting from localized application of heat which causes excessive temperature differentials over the glass surface.
3. The unit was not installed by factory trained Thermo-Twin personnel.
4. The glass does not comply with ASTM Specification C1036 Quality 95 Glazing B.
5. The Insulated Glass Unit has been damaged due to abuse, improper maintenance, alteration, accident, negligence, normal weathering, oxidation, fire, flood, hail, lightening, Acts of God, chemical pollutants, mildew, vandalism, building settlement or any other cause which is beyond Thermo-Twin's control.

No representation is made with respect to condensation on the windows or frost and/or ice resulting from condensation on the windows. Condensation is the natural result of moisture in the house and changes in temperature and humidity. Condensation does not indicate a defective window.

ANY LABOR PERFORMED BY THERMO-TWIN INDUSTRIES, INC. WILL BE INVOICED AT THE PREVAILING RATE WHETHER THE COMPONENT IS COVERED BY THE WARRANTY OR NOT.

Thermo-Twin reserves the right to discontinue or make changes to any of its products. If the products covered by this warranty are not available, Thermo-Twin shall have the right to substitute a product that, in its sole discretion, is of equal quality and value. Thermo-Twin does not and cannot guarantee against possible color variance for replacement component parts due to availability and discontinuance.

By purchasing and installing Thermo-Twin products, the Consumer Purchaser agrees that they are not relying upon any oral statements made by anyone which contradict any of the provisions contained in this Warranty.

CAUTION: Do NOT leave small children unattended when windows are open or unlocked; screens are removable from the inside and are not designed as a safety restraint.

HOW TO EXERCISE YOUR WARRANTY

If you feel that you are experiencing a defect covered under this Warranty, please notify Thermo-Twin. Upon notification and validation of the complaint by inspection, Thermo-Twin will make a determination as to whether a repair is necessary and how this repair will be accomplished. Improper service work can permanently damage the window, therefore, Thermo-Twin's factory trained personnel must perform any repairs and/or replacement work in order to maintain the validity of this Warranty.

ADDITIONAL WARRANTY EXCLUSIONS

This Warranty does not cover defects from accidents, alteration, failure to follow instructions, misuse (including failure to perform reasonable and necessary maintenance), abuse, negligence, normal weathering, caulking, oxidation, fire, flood, hail, lightening, Acts of God, chemical pollutants, mildew, vandalism, building settlement or any other cause which is beyond Thermo-Twin's control. In addition, Thermo-Twin will not be responsible for any costs or damages with respect to the removal, installation, or re-installation of any of the components or products when the work is performed by someone other than Thermo-Twin's factory trained personnel. This Warranty does not apply to any components or products installed in ships or vehicles or outside the United States.

This Warranty does not cover fading or color change due to normal weather conditions (which may vary according to geographic location) since normal weathering will cause any colored surface to gradually fade or darken. Furthermore, Thermo-Twin cannot and does not warrant against non-uniform fading.

This Warranty applies only to windows manufactured by Thermo-Twin. Any products manufactured by any manufacturer other than Thermo-Twin ("Third Party Manufacturer"), despite having been purchased from Thermo-Twin, are subject to said Third Party Manufacturer's warranty.

This Warranty provides the exclusive remedy for the consumer purchaser and the full extent of Thermo-Twin's liability. Thermo-Twin will not pay for loss of time, inconvenience, loss of use of any component or product, or any personal injury or property damage caused by any component or product or its failure to work or any other incidental or consequential damages.

OTHER WARRANTY PROVISIONS

This Warranty sets forth all of the responsibilities of Thermo-Twin and is the sole Warranty offered by Thermo-Twin with regard to the windows and moveable and stationary parts manufactured by Thermo-Twin. No representative of Thermo-Twin has the authority to change or modify this Warranty in any way. No change or modification to this Warranty is valid unless in writing and signed by an officer of Thermo-Twin.

EFFECTIVE DATE OF WARRANTY

This Warranty will become effective only upon certification by Thermo-Twin that the installation of the windows has been completed at the address identified by the Consumer Purchaser at the time of registering this Warranty with Thermo-Twin, that all monies due upon installation of the windows has been paid in full, that no outstanding monies are due to Thermo-Twin by the Consumer Purchaser and this Warranty is registered by the Consumer Purchaser within sixty (60) days of the date of installation.

STATE LAW RIGHTS

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation 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.