

# Krestmark Ind., L.P. Vinyl Windows and Patio Doors

## LIFETIME LIMITED WARRANTY

Windows and Patio Doors are warranted by Krestmark Ind., L.P. as described in this certificate.

### WHO IS COVERED BY THE LIMITED WARRANTY

Krestmark Ind., L.P. extends this warranty to the original purchaser of the product so long as he or she owns and resides in the home in which the products are installed. The limited warranty does not extend to any subsequent purchasers, owner or users.

### WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

Subject to the conditions, restrictions and limitations described elsewhere in this certificate, the limited warranty extends to the original purchaser so long as he or she owns and resides in the home in which the products are installed.

Vinyl Windows and Patio Doors Units, Materials in the vinyl unit, consisting of the vinyl frames, are warranted for the lifetime of the original purchaser. The warranty covers the vinyl materials from blistering, corroding, flaking or rot under conditions of ordinary wear, of manufacturing defects in the frames are warranted for a period of one year from the date of manufacture.

Hardware, The warranty covers all defects in materials and workmanship of the hardware for one year from the date manufacture.

Insulating Glass. The sealed insulating glass (other than specialty glass unit) is warranted against defects in materials and workmanship resulting in material obstruction in vision from film formation, moisture collection, or dust collection between the interior glass surfaces for a period of twenty years from the date of manufacture. Specialty glass (tinted, obscure or decorative) is warranted against such defects for a period of five years from the date of manufacture. If a stress crack (glass fracture) is not present upon delivery of the window to the installation site, the development of a stress crack is not a result of a manufacturing defect.

Period	Amount of Charge
10 years	0
11-15 years	40%
16-20 years	80%

### WHAT KRESTMARK INDUSTRIES, L.P. WILL DO

Any claims for defects under this warranty should be submitted in writing to Krestmark Ind., L.P. or its authorized distributor promptly after discovery, together with proof of purchase, describing the defect claimed. Within a reasonable time Krestmark Ind., L.P. or its distributor will inspect the products. If the claim is within warranty, Krestmark Ind., L.P. will repair or replace (at Krestmark's option) any defective component without charge.

The limited warranty does not include cost of removing the defective product or installing a repaired or replaced product, unless the warranty claim is made within one year after the date of initial purchase. You will be charged a service call fee at the prevailing rate in the area if your claim is found upon inspection not to be covered by the warranty.

Repair and replacement of glass will not extend the original warranty period, but the remaining warranty time period will continue in effect and be applicable to the replaced insulating glass under the terms and conditions of this warranty.

### WHAT THE LIMITED WARRANTY DOES NOT COVER

Krestmark Industries, L.P. limited warranty is subject to the following restrictions and limitations:

1. The window or patio door must be used for single family residential use only. The warranty does not apply to any damage caused by misuse or abuse of the product or any use other than normal residential use.
2. This warranty covers manufacturing defects only. It does not include defects or damages attributable to external causes, such as defects caused by (a) installation, soil retention, or normal weathering; (b) accidents, fire, flood or other Acts of God, vandalism, riot or civil disorder, misuse, or abuse; (c) harmful fumes, vapors, or chemical pollutants in the atmosphere, or use of non-approved cleaning agents; (d) mildew; (e) building settlement or structural failure of the walls or foundations; (f) stresses resulting from localized heat which cause excessive temperature differentials over glass surfaces or edges; (g) use above 6000 feet above sea level without capillary breather tubes; (h) use an environment subject to high vibration (e.g. swimming pool), excess salinity; or other unusual conditions; or (i) any other cause or occurrence beyond Krestmark Ind., L.P.'s control.
3. Condensation on products which occurs as a natural result of humidity within the house or building area or differences between interior and exterior temperatures does not indicate a defect in the product and is not covered by this warranty.
4. Changes in the appearance of the hardware that are attributable to normal aging and wear do not indicate a manufacturing defect and are not covered by this warranty.
5. The limited warranty does not cover any defects resulting from installation. It also, does not cover any cost of removal or installation of a product or component part.
6. This warranty is valid only if genuine Krestmark Ind., L.P. windows and patio doors are used, and is void if window or patio door accessory products not manufactured by Krestmark Ind., L.P. are installed which causes a defect to occur in the product.
7. Surface imperfections are inherent in the product and if they are not notable within three feet of the surface and do not impact the function of the product, they are not manufacturing defects and are not covered by the warranty.
8. Krestmark Ind., L.P. reserves the right, to discontinue or change any component. If the component of the window and patio door originally installed is not available and Krestmark Ind., L.P. determines to make replacement, Krestmark Ind., L.P. may substitute a component designated by Krestmark Ind., L.P. that is equal quality and value.
9. Krestmark Ind., L.P. has no liability beyond repair or replacement if applicable products, and repair or replacement is your sole remedy for Krestmark Ind., L.P.'s breach of this limited warranty. Krestmark Ind., L.P. will have no liability for any loss time, inconvenience, loss of use, personal injury, property damage, or any other incidental or consequential damage.
10. This warranty is the only one Krestmark Ind., L.P. makes (Krestmark Ind., L.P. expressly disclaims) any other express or implied warranty, including any warranty of merchantability or fitness for a particular purpose.
11. No sales representative or distributor is authorized to modify this limited warranty or to extend any other warranty on Krestmark Ind., L.P. products.
12. Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt and stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

### STATE LAW RIGHTS

Some states do not allow the limitation on how long a warranty lasts or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in paragraphs 8 and 9 may not apply to you. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

Krestmark Ind. L.P.  
3702 La Reunion Parkway  
Dallas, TX 75212  
214-237-5055

## WARRANTY FOR INSULATED GLASS PRODUCTS

Krestmark Industries, L.P. (“Krestmark”) warrants that, if their insulated glass is handled and installed in accordance with their instructions and is not damaged in handling or installation, and, if the unit is not subjected to stress resulting from localized application of heat which causes excessive temperature differentials over the glass surface or edges, and, if strain is not applied to the unit by movement of building, and, if provisions have been made in accordance with sound practice for adequate expansion or contraction of framing members, for a period of 20 years from the date of manufacture, and on a prorated basis, that there will be no obstruction of vision from the film formation or dust collection between the interior surface of Krestmark sealed insulated glass. *An application of any window film type product whatsoever, including but not limited to sun screening or seasonal decorations, absolutely **VOIDS** the Warranty.*

This warranty is for the sole benefit of the original Homeowner and is not transferable.

This warranty shall not apply to replacement units beyond the original 20-year period applying to the original unit.

Krestmark’s maximum liability under this warranty shall be the delivery of replacement units of Krestmark insulated glass to the nearest point of distribution, at which time the customer may pick up the glass in question, have it delivered, install it himself, or have it installed by a person or persons other than Krestmark.

The amount of credit to be given for replacement glass shall be determined by Krestmark upon receiving defective glass at its plant location. In no way shall this warranty grant an amount of credit to exceed the purchase price of glass prorated on a 20-year warranty. Krestmark will issue an invoice to cover glass shipped for replacement glass and credit will be allowed when defective glass is returned.

In exercising their rights under this warranty, all customers must provide the following information to Krestmark when defective glass is returned to Krestmark’s plant:

1. Name and address of original purchaser, together with a copy of original invoice.
2. Nature of the defect, exact glass size, glass design, i.e. colonial, or one light, and color of mounting arrangement.
3. All replacements shall be invoiced as dictated by Krestmark, with appropriate credit given on a 20-year prorated basis as outlined in the schedule below.

Period	Amount of Charge
10 years	0
11-15 years	40%
16-20 years	80%

4. This policy, is subject to the return of the defective unit to Krestmark’s plant in Dallas, Texas and subject to our inspection and a determination that the submitted glass is defective.
5. In no way shall Krestmark be responsible to the customer for any other charges such as: labor, freight, or indirect damages suffered by the customer to a third party.

This warranty is made in lieu of all other warranties, express or implied. No representative of ours has authority to change or modify this warranty in any respect, nor to assume any other obligation or liability on the part of the manufacturer, Krestmark Industries, L.P.