

# WINDOW AND DOOR LIFETIME LIMITED PRODUCT WARRANTY

Thank you for choosing SoftLite Windows & Doors (supplier). Your purchase is subject to limitations and exclusions set forth below. This Lifetime Limited Warranty applies to windows and patio doors products (product) manufactured by Supplier after May 10, 2021, and extends to the Original Residential Owner, Second Residential Owner, and Original Owner of a Commercial Property in which products are installed. These terms are defined below. For the most up-to-date list of brands covered under this warranty, please go to <u>www.soft-lite.com/lifetime-warranty</u>. Products must be registered with SoftLite within sixty (60) days of installation of the products for the warranty to be active. Register products on the SoftLite website at <u>www.soft-lite.com/product-registration.com</u>.

## WHAT IS COVERED

Subject to the terms, conditions, limitations, and exclusions described in further detail below.

# LIFETIME LIMITED WARRANTY

The extruded, solid vinyl members, screening, and component mechanical parts, including locks, keepers, balances, and sash retainers, are warrantied against defects in material and workmanship for as long as the original purchaser owns and resides in the house in which they are installed.

Insulating glass is warrantied against material obstruction of transparency resulting from film formation or dust collection on the interior surfaces. IGUs containing breather tubes are excluded from warranty.

## TRANSFERABILITY

If the original purchaser sells the property in which the vinyl windows are installed, the coverage provided by this Lifetime Limited Warranty can be transferred once to a second owner within six (6) months of deed transfer.

- Windows and patio doors will be free from manufacturing defects resulting in material obstruction of vision through the insulated glass unit (IGU) due to dust, moisture, or film within the IGU and other non-specified product components and screen defects resulting in a significant impairment of operation or usage. Whether an obstruction is material or impairment is significant will be solely determined by supplier.
- For products rated to meet certain performance standards, this warranty covers any manufacturing defect resulting in a failure to meet such standards that occurs under conditions not exceeding those standards. Supplier, in its sole discretion, will determine if the product has been exposed to forces exceeding a product's ratings when making a coverage determination.
- Vinyl frames will be free from manufacturing defects resulting in chipping, cracking, peeling, or blistering under conditions of normal wear and service.
- Products with PVC coating on the exterior will not, as a result of natural environmental and atmospheric conditions, peel or blister from the applied surface.
- You must report any scratches, dents, nicks, or similar surface defects in the product(s) within sixty (60) days after initial product installation or lose your warranty remedy for such surface defects.



## WHAT WE WILL DO

Upon proper notice of a covered claim made within the coverage period, supplier will provide product replacement parts necessary for the repair of a covered warranty issue (**labor and shipping is not included**). If original parts are not available, supplier, at its sole discretion, will provide the closest equivalent part available. If the provision of parts is not commercially practical or cannot be timely made, Supplier, in its sole discretion, may provide a replacement product in full satisfaction of its obligation under this warranty. Supplier is not responsible for delivery costs or any costs incurred in repairing or replacing products, including but not limited to costs relating to inspection, shipping, removal, installation, or re-installation of any product, or repair of any damage or incidental damage because of any repair, such as labor or materials to paint or stain any repaired or replaced product, component, trim, or other carpentry work that may be required. Supplier is not responsible for any costs beyond those related to the supply of replacement parts or product under this warranty or any incidental or consequential damages that may arise out of a claim for breach of this warranty.

## **COVERAGE PERIODS**

Different warranty periods apply to this warranty. Please read this document closely, including the **Coverage Limitations**, which alter the coverage periods.

The <u>warranty coverage periods listed below begin on the date of installation of the covered product.</u> The Lifetime Limited Warranty, subject to the coverage limitations and exclusions below, lasts as long as the product(s) remain where and as originally installed.

<u>Original Residential Owner</u>: LIFETIME LIMITED during the full-time residency of the original consumer purchaser of product installed into a single-family residence. The Original Owner is the first residential end-user consumer of the product installed into an owner-occupied single-family residence, including if purchased from and installed by a dealer. This warranty is intended to cover individual homeowners and does not apply to products purchased by or installed in commercial applications. Products installed in commercial applications, as further defined below, are subject to a ten (10)-year warranty period from the original purchase date.

<u>Second Residential Owner:</u> LIFETIME LIMITED from the date of sale of the residence by the Original Residential Owner, provided that a validated warranty has been transferred to the Second Residential Owner of a single-family owner-occupied residence as defined above.

<u>Commercial Owner:</u> 10 YEARS from the date of initial product installation. A Commercial Owner is the owner of any structure in which a product is installed other than an owner-occupied single-family residence (e.g., property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, or cooperative housing arrangements or any legal entity capable of infinite life, or installed on apartment buildings or any other type of buildings or premises not used by individual homeowners as their residence, including properties available for rental through VRBO, Airbnb, or other similar services). **This Commercial Warranty is not transferable.** 

#### HOW TO QUALIFY FOR COVERAGE

The Original Residential Owner or Commercial Owner of any structure must complete the online registration at <u>www.soft-lite.com/product-registration</u>) within sixty (60) days of the date of original product installation (or in the case of a new residence, owner-occupancy) in order to validate this warranty and qualify for its benefits. The Original or Second Residential Owner of a single-family residential structure must transfer a validated warranty to qualify for its benefits. To transfer a validated warranty, either the Original or Second homeowner must complete the online warranty transfer request form at <u>www.soft-lite.com/warranty-transfer</u> within six (6) months of the transfer of title of the single-family residence. There is a \$250 transfer fee.

The product registration and warranty transfer forms are both available at <u>www.soft-lite.com/about/resources</u>. The transfer of a validated warranty is *expressly conditioned* upon the Original or Second Residential Owner's timely submission of the transfer form and transfer fee. PLEASE KEEP A COPY OF YOUR COMPLETED TRANSFER FORM (PRINT OR ELECTRONIC). IF YOU ARE THE SECOND RESIDENTIAL OWNER, PLEASE KEEP A COPY OF THE ORIGINAL OWNER'S PRODUCT REGISTRATION FORM AND A COPY OF THE WARRANTY TRANSFER FOR YOUR RECORDS. This is your proof of entitlement to warranty coverage. Supplier is not responsible for the failure of any dealer to supply a certificate of registration or the failure of the original residential owner to supply information relating to warranty transfer.

BY REGISTERING OR ACCEPTING A TRANSFER OF THIS WARRANTY, YOU AGREE TO THE DISPUTE RESOLUTION PROCESS BELOW. THE DISPUTE RESOLUTION PROCESS INCLUDES CLASS ACTION AND JURY TRIAL WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.

### HOW TO MAKE A CLAIM

Homeowners should first contact the dealer who installed the Product to request an inspection. Supplier reserves the right to inspect any product(s) that you believe fail to meet the requirements of this Lifetime Limited Warranty, and you must allow supplier or its representatives all access reasonably necessary to perform such inspections. If supplier performs an inspection in connection with a warranty claim, supplier may charge a reasonable inspection fee.

Products must be registered within sixty (60) days of installation in order to make a warranty claim. All warranty claims should be first reported to the contractor or company that installed your product(s). If your dealer is no longer in business, you can file a claim at <a href="http://www.soft-lite.com/warranty-claim">www.soft-lite.com/warranty-claim</a>.

To transfer this warranty, there is a \$250 fee, and you must complete the online form at <u>www.soft-lite.com/warranty-transfer</u> within six (6) months of the deed transfer.

## **COVERAGE LIMITATIONS**

Improper Product Installation. Warranty does not cover damages due to improper installation not in accordance with these standards, ASTM E 2112, AAMA 2400, and local code requirements, as applicable. This includes removal, painting, repair, adjustment, tampering or re-installation of product or components; or undue stress or pressure applied to the product by adjacent construction or inadequate provision for expansion or contraction of the product or framing, building settlement, excessive building movement, or structural failures of walls or foundations.

<u>Bay/Bow Windows.</u> Structural knee braces and/or supplier manufactured/authorized cable support systems are required for installation of windows projecting six (6) or more inches beyond the outside wall consistent with installation instructions. Failure to utilize structural knee braces and/or Supplier manufactured/authorized cable support systems where required will void this Warranty. A pent roof/single slope, hip, shed, or soffitt tie-in is required above all bay/bow installations.

Laminated and Exposed Wood. Products that contain laminated wood components or exposed wood surfaces must be sealed within ten (10) days of installation. Supplier will not be responsible for water staining, discoloration, etc., resulting from condensation or moisture that takes place before units are finished on the interior. Prolonged exposure to condensation and/or humidity may discolor or stain wood components even after the finish has been applied. Wood components and vinyl board perimeter components may require painting to cover natural blemishes, which are not covered under this warranty.

<u>Glass.</u> Glass breakage is not covered under this warranty except as specifically provided for herein. Stress cracks in any glass are covered for one (1) year from the date of original installation. Minor imperfections in glass such as distortions, bubbles, discolorations, debris, and scratches are not covered unless they significantly obscure vision and do not meet the standard specifications for flat glass ASTM C1036, heat-treated flat glass ASTM C 1048, and/or laminated flat glass ASTM C 1172, whichever is applicable. Read SoftLite's Glass Quality Standards at <u>www.soft-lite.com/glass-standards</u>. Glass Breakage Protection comes standard with Elements, Imperial Elite, and Pro Series windows. Alternately, a Glass Breakage Protection rider can be obtained at the time of purchase for an additional fee per window. Visit <u>www.soft-lite.com/lifetime-warranty</u> for a full copy of the Glass Breakage Protection. Glass Breakage protection does not cover IGUs manufactured with breather tubes.

Leaded glass. Leaded glass is warrantied for 10 years from the original purchase installation date.

<u>PVC Sure-Coat/Painted Frames</u>. The surface of factory-coated or painted frames is covered for ten (10) years from the original installation date against significant cracking, peeling, blistering, or flaking and significant ultraviolet discoloration caused by natural environmental atmospheric conditions. This does not include scratches from everyday wear and tear. This warranty shall be void if the warrantied surfaces are improperly cleaned, such as with a power washer or with harmful solvents. This warranty is also voided if any portion of the product is repainted, laminated, or coated in any way or if any other "aftermarket" products, such as window films, are applied to supplier products. This warranty does not cover damage connected with distortion or warping due to building heat, heat build-up, excessive temperature exposure, or unusual heat sources, including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, or color change arising due to normal weathering.

Exterior laminate. Carry a warranty period of twenty (20) years against material or manufacturing defects or significant ultraviolet discoloration caused by natural environmental atmospheric conditions.

Interior laminate (wood grain). Products with this feature carry our Lifetime Limited Warranty against delamination of the applied films from the PVC substrate.

<u>Caulking</u>. Caulk is sometimes used to seal the frames or trim packages from water and/ or air penetration. Caulking is not considered part of the Product and is not covered under this Warranty. Caulking is considered a maintenance responsibility of the homeowner or property owner. Caulking should be inspected seasonally and reapplied, if necessary, for proper maintenance.

<u>Innovia (Original Equipment Manufacturer).</u> Miniblinds are covered for ten (10) years from the date of original installation for the insulated glass component of the product, including material obstruction of vision through the glass and failure of operation of the shade or blind, including the external control mechanisms attached to the glass.

Insect screens, whether locking or not, are designed to impede intrusion by insects and are not intended to keep persons or animals in or out. Supplier makes no warranty that insect screens will keep persons or animals in or out and shall have no responsibility for any damages or injuries arising or resulting from a failure of insect screens to keep persons or animals in or out. FlexScreen is warrantied from defects for the first sixty (60) days. After that time, follow the manufacturer's warranty process on www.FlexScreen.com.

<u>Structural Ratings</u>. Supplier's products have structural ratings, which, if exceeded, can cause product damage. Inspect your product after a significant weather event for damage and repair as needed. Damage to product as the result of exposure to a force exceeding the product rating, as determined solely by supplier, is not covered under this warranty.

<u>IGU Fill.</u> Supplier does not warrant specific argon or krypton gas fill or retention levels beyond sample compliance with referenced certification criteria.

Window hardware (locks and handles). All window hardware is covered under this Lifetime Limited Warranty.

Patio door hardware. Warrantied for ten (10) years from the date of original installation.

Foam enhancement. Supplier does not Warranty that all frame cavities are filled, and voids may exist in filled cavities.

## Specific Additional Exclusions

In addition to any other limitations or exclusions in this warranty, supplier shall have no obligation for product failure, damage, or costs caused in whole or part by:

- Condensation mold or fungus on products. This condition may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials and does not indicate a manufacturing defect.
- · Water infiltration other than as a result of a defect in manufacturing
- Improper handling or storage, misuse, abuse, vandalism, neglect, lack of or improper maintenance, or natural aging of parts due to friction or the elements
- Accident, acts of God, fire, flood or atmospheric contaminants, including airborne pollutants; application of heat causing excessive temperature differentials; or anything outside of supplier's control
- Failure to follow applicable care and cleaning instructions found in <u>SoftLite's Care and Maintenance Guide</u> for the upkeep of the product or maintenance inadequate for the existing application. This includes improper maintenance, such as the use of brick wash, razor blades, sealants, sanding, power washer, or other improper washing methods.
- · Damage caused by failure to properly seal and protect exposed wood surfaces of the product against moisture
- · Insects passing through or around the insect screen
- · Exposure to conditions beyond published performance specifications
- · Installation in an area that exceeds the product's design pressure and/or does not comply with applicable building codes
- · Damage caused by handling or delivery by anyone other than supplier
- · Normal wear and tear
- · IGUs containing breather tubes are excluded from warranty

**Impact Windows.** Impact windows are manufactured so that, when properly installed according to SoftLite's published instructions, they will meet the following standards for areas where high winds and wind-borne debris become a factor: 1) Florida Building Commission standards, 2) American Society for Testing and Materials – El886 & El996, TAS 201/203.

These products are designed according to the standards above, which contemplate that the products may break or be damaged under high-wind circumstances. Accordingly, the products are not defective in manufacturing or materials (and thus, the warranty is not breached) if 1) the window glass shatters, or the screen is damaged when impacted by high winds and/or wind-borne debris or 2) flying glass or wind-borne debris damages the frame, screen, or window glass.

The dealer who sold the windows and/or patio doors covered by SoftLite Warranties should fill out the bottom of each warranty sheet, including order/warranty number. These numbers can also be found on labels in the window frame pockets (<u>www.soft-lite.com/warranty-number</u>). You will need this number to register your product online within sixty (60) days of installation at <u>www.soft-lite.com/product-registration</u> in order for the warranty to go into effect.

#### DISCLAIMERS AND LIMITATIONS OF REMEDIES

The remedy provided for in this warranty is the sole and exclusive remedy with respect to supplier's product, whether arising out of contract, tort, or otherwise. In no event shall supplier's liability exceed the original purchase price of the affected product. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND THE SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. SUPPLIER SHALL NOT BE RESPONSIBLE FOR DAMAGES OF ANY KIND, WHETHER CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT, EXEMPLARY OR PUNITIVE. Some state and federal laws do not allow the disclaimer of implied warranties or exclusion of incidental and consequential damages, so these disclaimers or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state. If any specific term of this warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this warranty shall remain in full force and effect.

Additional Notes. This warranty applies only to product(s) installed in the United States that have been paid in full. This Warranty is not assignable or transferable other than stated herein and may not be altered or modified. No representative, dealer, distributor, agent, or employee of supplier has authority to bind supplier to any affirmation, representation, or warranty concerning supplier's product, other than stated herein. Performance under this warranty does not create a new warranty or extend any term of this warranty. Supplier, in its sole discretion, may offer options for warranty satisfaction beyond those provided for in this warranty. A failure to enforce a limitation in this warranty shall not constitute a waiver of enforceability in any other situation. Supplier makes no representation and does not intend to convey any representation regarding the useful life or life expectancy of any product.

#### DISPUTE RESOLUTION: Important Legal Information. Please read this carefully as it affects your rights.

**Governing Law:** This warranty and any action related thereto will be governed by the laws of the state of Ohio without regard to its conflict of law's provisions. This Lifetime Limited Warranty document sets forth our maximum liability for our products. We shall not be liable for indirect, consequential, or incidental damages. Your sole remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied. To opt out, you must send notice by mail to supplier at 10250 Philipp Pkwy, Streetsboro, OH 44241. Any dispute, controversy, or claim arising out of or relating to this warranty, any alleged breach thereof, or the use or sale of the products to which this warranty applies shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Any ensuing arbitration will be located in Ohio. Original purchaser agrees that they may assert claims against SoftLite in their individual capacity only and not as a plaintiff or class member in any purported class action proceeding. This warranty shall be interpreted in accordance with the laws of Ohio. If any provision of this warranty is deemed illegal or unenforceable in a judicial proceeding, that provision shall be severed and excluded, and the remainder of this Warranty shall continue in force. Rejection of these dispute resolution provisions must be sent to SoftLite at the address provided herein within thirty (30) days of the original purchaser's receipt of the products to which this warranty applies.



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