## **Thermo**-Tech. Premium Windows and Doors

### LIMITED WARRANTY

Thank you for choosing Thermo-Tech window products. All of our employees at Thermo-Tech are dedicated to the highest standards of quality which is reflected in our company's reputation for workmanship, product performance and customer satisfaction. We are committed to bringing you products of the highest quality and value. We are committed to standing behind our products with quick responsive service and a comprehensive warranty. This warranty is our statement of confidence in our products and our desire to provide you with total customer satisfaction.

\* This is a limited warranty extended to all purchasers of Thermo-Tech windows, and to subsequent owners to which this limited warranty has been properly transferred, (see warranty conditions and exclusions). Your Thermo-Tech product is warranted to be free from defects in manufacturing, materials and workmanship as provided herein. If such a defect occurs, Thermo-Tech will at its option (1) repair the defective product, (2) replace defective materials or (3) refund your purchase price.

#### Vinyl Frame and Sash Parts: Lifetime

Thermo-Tech warrants that the UPVC vinyl frame and sash parts (including interior laminated window material) will not rot, blister, pit, flake, or peel under normal conditions. Thermo-Tech's obligation under this warranty is to supply replacement product only.

#### Window Hardware: Lifetime

Thermo-Tech warrants that all window hardware shall be free from factory defects in material and workmanship for the life of the structure in which the window is installed. Thermo-Tech's obligation to this warranty is to supply replacement hardware only.

#### Exterior Applied Laminates: 10 Years

Thermo-Tech warrants that exterior laminates applied to vinyl surfaces will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering, or non-uniform fading discoloration for a period of (10) years from the date of manufacture. Any color change in exterior applied laminate is warranted at greater than or equal to grayscale (3) for exposure in the U.S., Mexico, and Canada.

#### Insulated Glass: 20 Years

Thermo-Tech warrants the sealed insulated glass against seal failure. This warranty does not include scratches, cracked or broken glass or damage caused by improper maintenance, handling or misuse, heat buildup or the application of after manufacture film onglass. Should any insulated glass unit be proven defective during the warranty period, Thermo-Tech shall provide either; (1) a replacement piece of insulated glass or (2) a sash glazed with insulated glass, at its discretion, delivered to the original point of purchase, or shipped direct to the consumer (normal shipping and delivery charges will apply). Thereafter, Thermo-Tech will not be responsible for installation and replacement of the glass or sash.

Stress breaks in the insulated glass unit are covered for a period of (1) year from the date of manufacture. Should a stress break occur during the warranty period, Thermo-Tech will, at its discretion, provide either a replacement insulated glass unit, or a sash glazed with an insulated glass unit, and will provide labor to replace for a period of (1) year from the date of manufacture. Labor includes replacement of unit only. Thermo-Tech requires safe access to affected unit be provided by property owner or representative. The presence of a stress break, as the phrase is understood in the industry, will be determined by a qualified Thermo-Tech representative.

### **CONDITIONS AND EXCLUSIONS:**

- \* LIMITED WARRANTIES HEREIN DO NOT COVER; LABOR, SHIPPING EXPENSES OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION OR REMOVAL OF PRODUCT FOR REPAIR OR REPLACEMENT EXCEPT WHERE NOTED.
- \* THERMO-TECH IS NOT RESPONSIBLE FOR PRODUCTS THAT TTW DOES NOT MANUFACTUR. INSTALLATION OR REFINISHING OF REPLACEMENTPARTS WILL BE THE RESPONSIBILITY OF THE CONSUMER.
- \* THE IMPROPER INSTALLATION OF IT'S PRODUCT, IMPROPER FIELD FINISHING OR INSUFFICIENT MAINTENANCE.
- \* THE ADJUSTMENTS OF LOCKS, LATCHES, SASH POSITIONS OR FIT TO FRAME OR ANY OTHER ADJUSTMENTS DUE TO BUT NOT LIMITED TO STRUCTURAL EXPANSION, CONTRACTION, MOVEMENT, SETTLING OR OTHER OUTSIDE FACTORS THAT MAY AFFECT OPERATION, FUNCTION AND/OR FIT OF PRODUCT.
- \* DAMAGE OR FAILURE CAUSED BY FIRE, ACCIDENT, FLOOD, INSECTS, MISUSE, HAIL, VANDALISM, CONSTRUCTION DEBRIS, EXCESSIVE TEMPERATURES, EXPOSURE TO UNUSUAL HEAT SOURCES, OR ANY OTHER EXTERNAL FORCES SUCH AS AN ACT OF GOD. THERMO-TECH ASSUMES NO OTHER LIABILITY FOR SUBSEQUENT DAMAGES TO ANY OTHER MATERIAL THAN THE PRODUCTSIT MANUFACTURES.
- \* THE NORMAL WEAR, DISCOLORATION OR FADING OF FINISHES, INCLUDING THE TARNISHING OF METALLIC HARDWARE.
- \* THE DAMAGE CAUSED BY CHEMICALS OR SEALANTS (I.E. BRICK WASH) OR A HARSH ENVIRONMENT(I.E. SALT SPRAY OR AIRBORNE POLLUTANTS). NOTE: SEALANTS USED IN WINDOW INSTALLATION AND BUILDING CONSTRUCTION MUST BE COMPATIBLE WITH WINDOW COMPONENTS AND MATERIALS.
- \* ANY STRUCUTERS OTHER THAN SINGLE FAMILY DWELLINGS IN WHICH THERMO-TECH WINDOWS WERE INSTALLED.
- \* THE WINDOWS AND DOORS INSTALLED IN STRUCTURES THAT DO NOT ALLOW FOR PROPERMOISTURE MANAGEMENT OR THE DRAINAGE OF MOISTURE SUCH AS EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS), ALSO KNOWN AS SYNTHETIC STUCCO. THE SYSTEM MUST HAVE AN ENGINEERED DRAINAGE SYSTEM.
- \* THE CONDENSATION OR FROST ON THE INTERIOR OR EXTERIOR EXPOSED SURFACES. THESE CONDITIONS ARE NOT A DEFECT IN THE PRODUCT, BUT A RESULT OF EXCESSIVE HUMIDITY.
- \* THE ANY WOOD EXTENSION JAMBS OR TRIM.

THERMO-TECH RESERVES THE RIGHT TO DISCONTINUE OR REENGINEER ANY THERMO-TECH WINDOW SYSTEMAS MANUFACTURED.

UNDER NO CIRCUMSTANCES WILL THERMO-TECH BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND AND THERMO-TECH'S LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT ITSELF, EXCEPT AS NOTED ABOVE. BEYOND THE EXPRESS WARRANTIES PROVIDED HEREIN, THERMO-TECH MAKES NO OTHER EXPRESS ORIMPLIED WARRANTY, EXCEPT THAT THE GOODS SOLD HEREUNDER ARE OF MERCHANTABLE QUALITY AND BUYER EXPRESSLY WAVIES ALL OTHER WARRANTIES WHETHER PROVIDED BY LAW OR OTHERWISE.

# THIS WARRANTY IS NULL AND VOID IF THE PRODUCT HAS BEEN REPARIED WITHOUT AUTHORIZATION, OR IF IT HAS BEEN ALTERED, DISASSEMBLED, OR MODIFIED.

This warranty is transferable for a period of up to three years from the date of purchase. To transfer please call 320-529-4012 or 877-565-0159. If you have a warranty claim with your Thermo-Tech window, call the dealer nearest you or from whom the products were purchased or call 320-529-4012 or 877-565-0159.

This warranty shall be governed, construed, and enforced in accordance with the laws of the State of Minnesota, without regardto its conflict of law principles. All disputes and claims shall be resolved by a court located in Stearns County, Minnesota.