

## **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.