CONSUMER LIMITED WARRANTY

This Limited Warranty covers 1100 series single hung, sliding, casement, awning, and picture window and sliding patio door products and extends only to the Original Purchaser. This Limited Warranty cannot be assigned or transferred by operation of law or otherwise and shall not be extended to any subsequent owners.

WINDOW and DOOR

Ply Gem Windows, warrants, subject to the conditions and restrictions contained herein, that Ply Gem Windows fenestration products shall be guaranteed against defects in materials and workmanship for a period of one (1) year. This warranty does not include parts that have been abused, misused or not used for the purpose intended nor parts that have been damaged in shipments that are not the responsibility of Ply Gem Windows.

INSULATED GLASS

Ply Gem Windows insulated glass units to which this Limited Warranty applies contained in insulated glass windows and doors manufactured by Ply Gem Windows, shall be free from material obstruction of vision as a result of film accumulation on interior glass surfaces resulting exclusively from failure of the hermetic edge seal (from sources other than glass breakage or cracking) due to faulty manufacture by Ply Gem Windows for a period of ten (10) years from date of manufacture of the Ply Gem Windows insulated window or door containing the unit.

If the unit fails to perform in accordance with the above statements during the applicable warranty period, Ply Gem Windows shall, upon written notification and validation of the complaint by inspection by its designated representative, supply a replacement for the nonconforming unit or grant a credit for a portion of the cost of the unit, as hereinafter specified. Ply Gem Windows’ obligation under this Limited Warranty is to supply a replacement unit for the nonconforming unit FOB Ply Gem Windows’ nearest active dealer to the installation during the first year of the Limited Warranty period. During the second year through the end of the tenth year of the Limited Warranty period, Ply Gem Windows’ obligation is to issue a credit to the Original Purchaser toward purchasing a replacement unit manufactured by Ply Gem Windows.

Labor of any kind or other costs to remove the non-conforming unit and/ or to install the replacement unit is not included in this Limited Warranty. Ply Gem Windows shall bear no other expense of any kind and the Original Purchaser’s exclusive remedy shall be replacement or credit on the basis stated. The Original Purchaser shall pay any and all labor costs necessary to install replacement units.

This Limited Warranty is void, and Ply Gem Windows shall not be obligated to replace any unit or provide a credit for any unit where the necessity of such replacement in Ply Gem Windows’ opinion, is due in whole or in part to improper installation of the Ply Gem Windows insulated window or door containing the unit, maintenance or service, modification or alteration or accident, involving the unit. Additionally, this Limited Warranty shall not apply to (i) a unit sold or installed outside of the United States, (ii) a unit damaged in handling and/or installation, (iii) a unit that is subjected to stresses resulting from localized application of heat causing excessive heat differentials over the surface or edges of the glass, (iv) seal failures due to faulty or improper installation, (v) use of unapproved exterior applied agents (e.g., unapproved cleaning agents, oil based compounds, etc.), (vi) any installation in excess of 6,000 feet above sea level of any unit without proper capillary breather tubes, (vii) in the event of application of films or decorations (e.g., sun-absorbing or reflective films or decorative substances), (viii) a unit installed in a high vibration area (e.g., airports) or a high moisture area (e.g., swimming pool or spa enclosures), where there is excessive vibration of the building or foundation or abnormal moisture or chemical environments, (ix) a unit sold or installed in an excessive saline environment, or (x) a unit that has been subjected to pressure cleaning.

If Ply Gem Windows supplies a replacement unit, the Limited Warranty of the replacement unit will extend for the time remaining on the original Limited Warranty hereunder and the warranty period will not be extended. In all cases, the date of manufacture of the Ply Gem Windows insulating window or door containing the unit to the date that the claim is made will govern the extent of the coverage under the Limited Warranty.

Ply Gem Windows reserves the right to discontinue or make changes in the unit and/or in any of its insulating windows or doors or any other products. If the unit covered by this Limited Warranty is not available, in the event of replacement of a non-conforming unit, Ply Gem Windows shall have the right to substitute a replacement unit that in Ply Gem Windows’ sole discretion is of equal quality or value.

Ply Gem Windows is providing an express Limited Warranty as set forth herein. Ply Gem Windows cannot and shall not be liable for a breach of any other written or oral express warranties, such as those, if any, given by dealers, contractors, applicators, installers or distributors of the units and/or of the Ply Gem Windows insulated windows or doors containing the units. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. PLY GEM WINDOWS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS, WRITTEN, ORAL OR IMPLIED WARRANTIES. YOUR EXCLUSIVE REMEDY SHALL BE REPLACEMENT OR CREDIT ONLY ON THE TERMS STATED IN THIS EXPRESS LIMITED WARRANTY SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This Limited Warranty gives you specific legal rights. You may also have other rights, which vary, from State to State.