

LIMITED COMMERCIAL/MULTI-FAMILY 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 reflects 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 and/or owners of Thermo-Tech Windows for the duration of the warranty period(s) as stated below. 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.

For the purpose of this warranty multi-family is defined as properties with multiple residences, common areas, grounds, or amenities typically not for resale as individual units.

Vinyl Frame and Sash Parts: 10 Years from date of manufacture.

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

Window Hardware: 10 Years from date of manufacture.

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

Exterior Applied Laminates: 10 Years from date of manufacture.

Thermo-Tech warrants that exterior laminates applied to vinyl surfaces will be free of 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: 10 Years from date of manufacture.

Thermo-Tech warrants the sealed insulated glass for seal failure causing impaired vision due to moisture, film, or dust between the glass panes. 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 on glass. Should any insulated glass unit be proven defective during the warranty period, Thermo-Tech shall provide either a replacement piece of insulated glass or 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 shall, 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. A Thermo-Tech representative must determine and pre-approve whether the damage claimed is an actual stress break.

CONDITIONS AND EXCLUSIONS:

- * **THIS LIMITED WARRANTY DOES 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 RESPONSIBLE FOR ITS PRODUCTS ONLY. INSTALLATION OR REFINISHING OF REPLACEMENT PARTS WILL BE THE RESPONSIBILITY OF THE CONSUMER.**
- * **EXCLUDES IMPROPER INSTALLATION, FIELD FINISHING OR MAINTENANCE.**
- * **EXCLUDES 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.**
- * **THIS LIMITED WARRANTY DOES NOT APPLY TO ANY 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 PRODUCTS IT MANUFACTURES.**
- * **EXCLUDES NORMAL WEAR, DISCOLORATION OR FADING OF FINISHES, INCLUDING THE TARNISHING OF METALLIC HARDWARE.**
- * **EXCLUDES 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.**
- * **EXCLUDES WINDOWS AND DOORS THAT ARE INSTALLED IN STRUCTURES THAT DO NOT ALLOW FOR PROPER MOISTURE MANAGEMENT OR THE DRAINAGE OF MOISTURE SUCH AS EXTEIOR INSULATION AND FINISH SYSTEMS (EIFS), ALSO KNOWN AS SYNTHETIC STUCCO. THE SYSTEM MUST HAVE AN ENGINEERED DRAINAGE SYSTEM.**
- * **EXCLUDES 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.**
- * **EXCLUDES ANY WOOD EXTENSION JAMBS OR TRIM.**

THERMO-TECH RESERVES THE RIGHT TO DISCONTINUE OR CHANGE ANY THERMO-TECH WINDOW SYSTEM AS MANUFACTURED.

WE SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND DUE TO NEGLIGENCE OR OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER AGREEMENTS, UNDERSTANDINGS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THERE BEING NO OBLIGATIONS OR LIABILITIES ON THERMO-TECH OTHER THAN THOSE EXPRESSED IN THIS WARRANTY.

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

If you have a warranty claim with your Thermo-Tech window, call the Thermo-Tech office at 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 regard to its conflict of law principles. All disputes and claims shall be resolved by a court located in Stearns County, Minnesota.

Effective May 2018