

NEATHER SHIELD[®] LEGACY SERIES[®] LIFEGUARD[™] LIMITED WARRANTY AND ADJUSTMENT POLICY.

(For Products Purchased After 4/1/2003)

General Warranty (Twenty Years)

Weather Shield warrants that its Legacy Series Lifeguard product line shall be free from defects in material and workmanship for a period of TWENTY (20) YEARS from the date of original purchase, except as delineated in the Specific Limitations below. During the first ten (10) years from the date of purchase, for any products or parts of products determined by Weather Shield to contain defects in material or workmanship, Weather Shield will, at its option, repair the products or parts at no charge, or provide replacements at no charge, or refund the original purchase price of the products containing the defective parts. Decisions as to whether to repair, replace, or refund shall be made by Weather Shield, in its sole discretion. During the second ten (10) years from the date of purchase, Weather Shield will provide replacements for any parts or products determined by Weather Shield to contain defects in material or workmanship at a price equal to fifty percent (50%) of the then list price for these parts or products.

Replacement parts will be the closest equivalent current product and may not exactly match the original. Replacements will be delivered to the original point of purchase, with no shipping charges. If shipment direct to the consumer is requested, normal shipping and handling charges will apply. In cases relating to hardware, the consumer will be invoiced for the replacement hardware at the list price and appropriate credit will be issued when the defective hardware has been returned to Weather Shield.

Supplying replacement units, components or parts shall not extend the time period of the warranty and the replacement units, components or parts shall be warranted only to the extent of the unexpired portion of the warranty period on the originally purchased unit, component or part.

portion of the warranty period on the originally purchased unit, component or part. This warranty applies only to the original owner of the structure into which the product is installed and is nontransferable

Specific Limitations

Instructions. This warranty applies only to products finished, installed and operated in accordance with Weather Shield's instructions.

<u>Misuse, Abuse, Etc.</u> This Limited Warranty does not cover any product that has been abused, misused, altered or used for a purpose other than that for which it was intended or in a manner inconsistent with any instructions regarding its use, nor does it cover fading or corrosive not handlesets and door hinges used in corrosive environments. Examples of corrosive environments are any area within two miles of an ocean coastline and any area subject to acid rain. Special corrosive resistant finishes are available. Contact Weather Shield for complete specifications. This warranty does not cover glass breakage or slight glass curvature; minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision, or any failures or operating difficulties in the glass, wood or vinyl components or cladding due to accident, misapplication, faulty building construction or design, exposure to the elements, improper or insufficient handling, storage, installation, maintenance or service, or nonstandard installations, including, but not limited to, installation in a nonvertical, upside down, on-the-side, or out-of-square position. Also excluded from this warranty are failures or operating difficulties due to exposure to corrosive fumes or condensates, stress from movement of the structure, use of night insulation or films and coatings on the product, or use in swimming pool or other high humidity areas without adequate ventilation or humidity control.

<u>Glass.</u> Weather Shield warrants the glass in its Legacy Series LifeGuard products to be free from defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase. <u>Weathering</u> is normal and does not indicate a product defect and therefore is not covered by this warranty.

Installation, Etc. Except with respect to Flexicolor wood surfaces, Weather Shield will not, under any circumstances, be responsible for installation, repainting, refinishing or other similar activities necessary to complete any replacement. It will be the consumer's responsibility for installation, repainting, refinishing or other similar activities necessary to complete any replacement. <u>Proof of Purchase.</u> Weather Shield may require proof of the date of purchase of any product, so you should retain your sales slip or invoice.

<u>Condensation</u>. Condensation on windows and any related water damage, which occurs as the natural result of humidity within the property or changes in interior/exterior temperatures, does not indicate a defect and is not covered by this warranty.

<u>Variance in Coloration.</u> Variance in the coloration of natural wood parts of Weather Shield products does not indicate a defect and is not covered by this warranty.

Painting or Staining Vinyl Parts. Painting or staining of vinyl parts of Weather Shield products will void any warranty with respect to the related window or door product.

<u>Flexicolor Wood Surfaces.</u> Weather Shield warrants that its Flexicolor coating will not peel, flake, crack, blister or delaminate for a period of TEN (10) YEARS from the date of purchase. Weather Shield, in its sole discretion, will repair, replace or refund the original purchase price of any products or parts of products in which the Flexicolor surface peels, flakes, cracks, blisters or delaminates within this warranty period. This warranty does not cover peeling, flaking, cracking, blistering or delamination caused by stile or rail joint separation.

<u>Doors.</u> There will be no warranty against warpage of an eight-foot tall or taller door unless Weather Shield's multi-point lock system is ordered for the eight-foot tall or taller door. Warping shall not be considered a defect unless it exceeds 1/4" in the plane of the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. In measuring the amount of warpage present in a door, the following method shall be used. Place a straightedge, taut wire or string on the suspected concave face of the door at any angle which could be horizontal, vertical or diagonal, with the door in its installed position. The measurement of the warpage shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door. Action on any claim for warpage may be deferred, at Weather Shield's option, for a period not to exceed twelve (12) months from the date of the claim at which time the claim would be reevaluated. If a door has been installed prior to such claim being made, the door must remain hung in the original installation during the period of deferment, to permit conditioning to humidity and temperature.

Exterior Cladding. This warranty is limited to a period of TEN (10) YEARS from the date of original purchase with respect to defects in material or workmanship that result in "Abnormal Corrosion" of the exterior aluminum cladding finish. "Abnormal Corrosion" means peeling, flaking or blistering of the exterior aluminum cladding finish beyond what is considered by Weather Shield to be normal for an ocean coastline environment. "Abnormal Corrosion" does not include fading, chalking or pitting. If a manufacturing defect results in "Abnormal Corrosion" within the first five years from the date of original purchase, Weather Shield will, at its option, repair the affected products or parts at no charge, or provide replacements at no charge, or refund the original purchase price of the products containing the defective parts. Decisions ato whether to repair, replace or refund shall be made by Weather Shield in its sole discretion. If a manufacturing defect results in "Abnormal Corrosion" within the second five years from the date of original purchase, Weather Shield will provide replacements for any parts or products determined by Weather Shield to contain defects at a price equal to fifty percent (50%) of the then-list price for those parts or products.

The following additional conditions and exclusions also apply:

- A. Exterior surfaces must be cleaned with a mild detergent soap and water at least every two months, and more frequently if necessary to prevent build-up of salt and other corrosive materials. Any breaches in the exterior paint coating, such as scratches, chips or abraded areas, must be repaired immediately. Any failure to comply with these requirements shall void this Limited Warranty;
- B. Claims under this Limited Warranty must be made within sixty (60) days after the first appearance of a defect; and
- C. All determinations as to whether there is "Abnormal Corrosion" and whether it is the result of a manufacturing defect shall be made by Weather Shield, and those determinations shall be final.

Because the environment within two miles of an ocean coastline can be extremely harsh and corrosive, it is normal for windows and doors installed in this environment to deteriorate more than windows and doors installed in other environments, even with proper maintenance.

Installation With Products of Other Manufacturers or Using Unapproved Parts. This warranty does not cover: (a) Weather Shield products that are installed with parts (whether manufactured by Weather Shield or by others) that have not been approved by Weather Shield for installation of that product; or (b) Weather Shield products that are stacked or mulled with half circles, direct-sets or transoms manufactured by others.

<u>Screens.</u> The purpose of screens is to let air in while keeping insects out. Screens will not prevent people from falling out.

<u>Weather Shield Products With Synthetic Stucco.</u> Serious concerns have been raised about excessive moisture problems in houses and other buildings that have Exterior Insulation Finish Systems, commonly referred to as EIFS or Synthetic Stucco.

Many experts agree that some amount of water or moisture can be expected to enter almost any building exterior system. The building system should allow such water and moisture to escape or "weep" to the exterior, so no harm is done. However, some EIFS systems may not allow water or moisture that penetrates the wall system to "weep" to the exterior. This can cause excessive moisture to accumulate within the wall system, which can cause serious damage to wall and other building components. It has been reported that so-called "barrier" EIFS systems are particularly prone to this problem.

Moisture problems in any type of building structure can be reduced by proper design and construction with appropriate moisture control considerations, taking into account prevailing climate conditions. Examples of moisture control considerations include proper flashing and/or sealing of all building exterior penetration points, use of appropriate materials and construction techniques, adherence to applicable building codes, and general attention to proper design and workmanship of the entire building system, including allowances for management of moisture within the wall system.

Determination of proper building design, components and construction, including moisture management, are the responsibility of the building designer, the contractors, and the manufacturer of the exterior wall finish products. Questions and concerns about moisture management issues should be taken up with these professionals. Weather Shield is not responsible for problems or damages caused by deficiencies in building design, construction or maintenance, failure to install our products properly, or use of our products in systems that do not allow for proper management of moisture within the wall system.

<u>Ratings.</u> The performance of windows and doors may be affected by factors beyond Weather Shield's control, such as handling and installation, construction details of the building, exposure conditions, maintenance, normal wear and tear, and the like. Ratings (for example, R or U-values, infiltration tests, etc.) are for comparison purposes only. While Weather Shield products are manufactured to meet or exceed published ratings, it is not possible to guarantee that they will meet or exceed those ratings after they have been installed, and this is specifically excluded from this warranty.

<u>Code Compliance</u>. It is the sole responsibility of the architect, building contractor or homeowner to select Weather Shield products that comply with applicable building codes and ordinances. Weather Shield shall not be held responsible for such compliance.

General Provisions

THERE ARE NO OTHER WARRANTIES EXCEPT AS SET FORTH HEREIN. ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE OF THESE EXPRESS WRITTEN WARRANTIES. WEATHER SHIELD SHALL NOT BE LIABLE FOR APPLICABLE TAXES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS TO PERSONS OR OTHER PROPERTY. Some states do not allow limitation on how long an implied warranty lasts, and some states do not allow the exclusions may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from state to state. NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF WEATHER SHIELD HAS THE AUTHORITY TO MAKE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THESE WARRANTIES EITHER ORALLY OR IN WRITING.

To obtain service under these warranties, contact your closest independent Weather Shield dealer or write to:

> Weather Shield Mfg., Inc. Attention: Field Service Dept. P.O. Box 309 Medford, Wisconsin 54451

Please: 1) identify the Weather Shield product or glass that is involved, the date and place of purchase; 2) describe completely what the claimed defect is (photographs may be helpful) and where the product can be inspected; and 3) identify yourself, your home address and phone number and your daytime phone number if different. Weather Shield reserves the right to inspect, or designate a person to inspect, any part that is claimed to be defective and covered by these warranties.