

## MAXWINDOW, LLC TRANSFERRABLE LIFETIME WARRANTY

This is a warranty provided by MaxWindow, LLC, to you, the original purchaser ("Owner"). The product manufacturer may offer product warranties under separate terms. Owner should review any such warranties for scope of coverage, which may differ from this warranty.

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MaxWindow, LLC warrants to Owner that the installation of product(s) by MaxWindow will be free of workmanship defects for 1 year as long as Owner owns and resides in the home where the product(s) was originally installed, subject to the other terms and conditions contained in this document.

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**How to Obtain Warranty Service:** To submit a claim, a copy of this document and a copy of Owner's sales contract must be submitted in writing by registered mail to MaxWindow with a brief explanation of the claim. Claims must be submitted to MaxWindow promptly after discovery of the claimed defect and within the applicable warranty period. Within a reasonable period after having received Owner's claim, MaxWindow will schedule an appointment to inspect the premises and the warranty claim. If after inspection, MaxWindow determines that a valid claim exists, MaxWindow will repair, re-install, replace, or refund the purchase price of the failing product or service, at MaxWindow's option. If MaxWindow determines to replace any or all product(s), and if such product(s), as originally installed, is no longer available, MaxWindow shall have the right to substitute product(s) designated by MaxWindow to be of equal quality. Replacement of a product or component does not renew the warranty period. If, at MaxWindow's option, a purchase price refund is conveyed to Owner, then all warranties are terminated, and the repair, replacement, or removal of products shall become the sole responsibility of Owner. No warranties are valid unless and until Owner has made full payment under the original MaxWindow sales contract and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

**What Is Not Covered:** These warranties are granted by MaxWindow to Owner only and only materials purchased from and installed by MaxWindow are covered by these warranties. These warranties do not cover the formation of condensation on any window, door or other structure, as such formation is the natural result of excessive moisture in a home and does not indicate a defective installation. These warranties do not cover caulking, which may require reasonable maintenance from time to time. All warranties assume normal and reasonable use of products or components. These warranties do not cover any other damage, including, but not limited to, damage caused by occurrences beyond the control of MaxWindow, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any products or components by other than MaxWindow, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the United States National Weather Service, other acts of God, intentional acts, unreasonable use or failure to provide reasonable maintenance as and when necessary, or damages due to or arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved. Installation, removal, painting, repair, adjustment, tampering, or re-installation of any products or components by other than MaxWindow voids any and all warranties within this document, and MaxWindow expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

**Remedies and Rights:** These warranties are the only express warranties provided by MaxWindow. No employee, representative, agent, or any other person, has authority to assume or incur on behalf of MaxWindow any obligation, liability, or responsibility in place of or in addition to these warranties. MaxWindow's liability to owner under this document is limited to the amounts received by MaxWindow for services rendered under the sales contract with the owner. In no event shall MaxWindow be obligated or liable for incidental, special, indirect, or consequential damages of any kind for the breach of any warranty of MaxWindow's services.

**Product Care:** If the manufacturer of the product(s) covered by these warranties provides written cleaning instructions, these instructions must be followed. Failure to follow or deviating from these written cleaning instructions (e.g., use of unapproved chemicals) will result in these warranties being voided.

**How To Transfer These Warranties:** *Subject to the other terms and conditions contained in this document, these warranties are transferable by the Owner to a subsequent owner of the property. To transfer these warranties, the Owner must request, by registered mail, an inspection and re-certification of MaxWindow's installation services, and upon inspection and re-certification by MaxWindow or its waiver of same, these warranties shall transfer to the subsequent owner. No other of further transfers of these warranties is permitted.*