

Subject to the conditions, exclusions and limitations that follow, the manufacturer of CRESTLINE® products, ("CRESTLINE") warrants CRESTLINE products (Select 500™, Crestline Acclaim®, Elite Premium Clad, Elite Premium Primed, Select 500™ Replacement, and Elite Premium Replacement Windows and Doors) to be free from defects in material and workmanship as noted below. All referenced times are in relation to date of purchase. Innovations: Wood Shield®, Symmetry Balance System®, TriCore® Frame Technology, EasyCare®, Zo-e-shield"

## WARRANTY COVERAGE

## Insulated Glass Hermetic Seal – Lifetime

CRESTLINE warrants the insulated glass, if any, against failure of the hermetic seal. During the first twenty (20) years after the date of purchase, CRESTLINE's obligations under this warranty shall be limited to, at its option, repair or replacement of the insulated glass only (FOB the original point of delivery), or refund of the original purchase price of the insulated glass. After twenty (20) years from the date of purchase, CRESTLINE's obligations under this warranty shall be limited to granting a prorated credit against the then current list price of comparable new replacement insulated glass. Such credit shall be computed on the basis of the number of years from the date of purchase as follows:

Years from Date of Purchase Amount of Credit 0 to 20......100% 21 to lifetime ......10%

## Vinyl Clad Products - Lifetime

CRESTLINE warrants its vinyl exterior cladding, to be free from defects in material and workmanship and to not rot, rust, crack, pit, corrode, peel, blister or flake. For any products or parts determined by CRESTLINE to contain defects in material or workmanship, CRESTLINE will, at its option, repair the product or parts at no charge, or provide replacements at no charge, or refund the original purchase price of the product or part containing the defect. Decisions as to whether to repair, replace, or refund shall be made by CRESTLINE, in its sole discretion.

## Window and Patio Door Product - Twenty Years

CRESTLINE warrants that its products and insulated glass shall be free from defects in material or workmanship for a period of TWENTY (20) YEARS unless specified below.

Should any CRESTLINE products or components of products be determined by CRESTLINE to contain defects in material or workmanship within the applicable warranty period, CRESTLINE will, at its option, repair the products or components at no charge, or provide replacement products or components at no charge, or refund the original purchase price of the products containing the defective components. Decisions as to whether to repair, replace or refund shall be made by CRESTLINE in its sole discretion. Replacements will be the closes 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 vlage Iliw

## Wood Rot

# Wood Shield Clad Wood Products - Thirty Years

Maintained clad wood products shall be warranted against wood rot for a period of THIRTY (30) years. Mildew and other discoloration due to condensation is not considered rot and not covered. Products in contact with the ground are not warranted against wood rot.

## Wood Shield Clad Wood Products - Ten Years

Maintained primed /unprimed (unclad) wood products finished pursuant to installation instructions shall be warranted against wood rot for a period of TEN (10) years. Mildew and other discoloration due to condensation is not considered rot and not covered. Products in contact with the ground are not warranted against wood rot.

### Laminated Glass – Five Years

Laminated glass shall be free from defects in material and workmanship for a period of FIVE (5) years.

### **Decorative Glass – Five Years**

Decorative glass shall be free from defects in material and workmanship for a period of FIVE (5) years.

# Factory-Applied Interior Finishes - Five Years

Factory-applied interior finish or stain is warranted against peeling, checking, or cracking for FIVE (5) years. Standard factory-applied primer is not a finish coat.

#### Hardware Finish – Ten Years

Corrosive-resistant finishes and seacoast hardware packages installed within one mile of a corrosive environment shall be warranted for TEN (10) years unless marred or scratched. The above conditions/exclusions apply.

### Glass Stress Cracks - One Year

Glass shall be warranted against stress cracks for ONE (1) year.

## Transferability - Ten Years

This warranty is transferable to subsequent owners. This transferred warranty is the lesser of TEN (10) years or the period specified from the date of manufacture.

## NON COVERAGE

- Normal wear and tear, weathering and natural variations in wood color or texture are considered normal and not a product defect.
- Normal wear and tear of hardware and hardware finishes that can naturally occur (e.g. corrosion, tarnishing) or damage at construction site.
- Products not installed pursuant to our installation instructions attached to each unit.
- · Minor scratches, slight glass curvature or glass imperfections are natural variances in glazing and do not impair structural integrity or significantly obscure normal vision.
- Repairs, refinishing or similar activities involved when skilled labor installs or replaces products.
- Condensation and any related water damage (such as mold or wood rot due to water or ice build up), which occur as a result of humidity within the property or changes in the interior/exterior temperatures, do not indicate a defect. Contact a heating/cooling specialist to assist.
- · Products installed in a non-vertical position, discoloration of non-visible parts, or failures or operating difficulties due to accident, acts of God, abuse, misuse, alteration, exposure to the elements, improper or insufficient handling, storage, maintenance or service including, but not limited to, obstruction of weep holes. Installation of units must be finished and operated in accordance with our installation instructions attached to each unit.
- · Failures or operating difficulties resulting from use of high-expansion foam insulation, incompatible sealant, cleaning agent, or exposure to corrosive, unusual, harmful or aggressive substances, acid rain, fumes or condensates, subjection to abnormal stress from localized application of heat, excessive vibration or movement of buildings or foundations or to other abnormal physical stress or use in high humidity areas.
- Products installed in buildings with cladding systems that do not allow for proper management/drainage of moisture (e.g. EIFS or synthetic stucco without an engineered drainage system).



- Vinyl parts or weather strip that has non-factory-applied paint or stain voids the warranty of the affected unit.
- Warpage or air/water infiltration on any swing door with a call-out height of greater than 6'10" unless CRESTLINE'S multi-point lock system is used with the door.
- Any installations at an altitude over 3,500 feet above sea level unless capillary tubes have been installed or a HIGH ALTITUDE GLASS PACKAGE is used, which provides limited coverage.
- Insulated True Divided Lite units.
- Products with wood surfaces that are not covered within thirty (30) days after purchase with a high-quality top coat of paint, sealer or varnish. The top coat should be applied as recommended by the paint manufacturer and it is the customer's responsibility to properly care for and protect the woodwork against moisture or excessive dryness.
- Products with factory-applied primer paint that are not covered with a finish coat within six (6) months of unit installation.
- Products or components not provided by CRESTLINE including but not limited to hardware locksets, strikes, or panning systems.
- CRESTLINE products that are stacked or mulled with products manufactured by others.
- · Products with modifications (e.g. customer applied paint finishes, tints, films) or security systems without prior approval.

# ADDITIONALLY

- Insulated units with capillary tubes will not have inert gas fill.
- ADA-compliant sills or telescoping, pocket and bifold patio door systems are not designed nor are they intended to manage moisture or water infiltration. The determination of proper building design and moisture management (through an overhang or otherwise) is the responsibility of your building designer, architect or contractor.
- Warping of a door shall not be deemed to be a product defect unless the warping is in the door panel itself and then only if the warping is more than one quarter inch. The amount of warp shall be determined by placing a taut wire or string or straightedge across the face of the installed door panel thought to be concave and measuring the amount of warp at the point of the greatest distance between the bottom of such wire, string or straightedge and the face of the door panel. CRESTLINE may, at its option, defer action on a warping claim for a period of not more than ONE (1) year from the date of the claim to permit the door panel to adjust to temperature and humidity in its installed position.
- The performance of windows and doors may be affected by factors beyond CRESTLINE'S control. Examples include handling and installation, construction
  details of the building, exposure conditions, maintenance, normal wear and tear, and migration of inert gas. Structural or thermal ratings are for comparison
  purposes only. While CRESTLINE 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.
- CRESTLINE is not responsible for removing any defective products from the structure in which they are installed, or for installing any replacement products or components provided by CRESTLINE pursuant to this limited warranty, or for any painting, refinishing or other work necessary to complete the installation of replacement products or components, all of which shall be the consumer's responsibility.

# CLASS ACTION AND JURY TRIAL WAIVER

YOU AGREE THAT ANY DISPUTE TO INCLUDE, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF JURY AND CLASS ACTION TRIALS ("DISPUTED CLAIMS") MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ALSO AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY A STATE OR FEDERAL COURT.

# **OPT-OUT PROCEDURE**

YOU MAY CHOOSE TO OPT OUT OF THE CLASS ACTION AND JURY TRIAL WAIVER BY SUBMITTING A WRITTEN OPT-OUT FORM THAT CAN BE FOUND ON CRESTLINE'S WEBSITE, WWW.CRESTLINEWINDOWS.COM/OPTOUT.PDF, WITHIN SIXTY (60) DAYS FROM THE DATE YOUR CRESTLINE PRODUCT IS INSTALLED. OPTING OUT OF THE CLASS ACTION AND JURY TRIAL WAIVER WILL NOT AFFECT ANY OTHER TERMS OF THIS LIMITED WARRANTY WHICH WILL REMAIN IN EFFECT.

## **GENERAL PROVISIONS**

Selection and purchase of CRESTLINE products which conform to all applicable building codes and local ordinances is the sole responsibility of the architect, building contractor or homeowner. CRESTLINE assumes no responsibility for compliance with local building codes or ordinances, or for calculation and design of support mullions, structural support, or flashing required for installation. Consult with your local building code officials and/or a qualified contractor, architect or engineer for specific requirements.

THERE ARE NO OTHER EXPRESS WARRANTIES EXCEPT AS SET FORTH HEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIODS OF COVERAGE OF THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY. CRESTLINE 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 limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## Applicable Law

All Disputed Claims shall be governed and construed in accordance with the internal laws of the State of Wisconsin, regardless of any choice of law doctrine.

NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF CRESTLINE PRODUCTS HAS THE AUTHORITY TO ALTER OR CHANGE THESE WARRANTIES OR TO MAKE ANY OTHER WARRANTY EITHER VERBALLY OR IN WRITING.

# Effective Date: September 1, 2015