

# Window Systems Lifetime Limited Warranty

## WITH TRANSFERABILITY PROVISIONS

Alside, the Manufacturer of Alside Vinyl Window Systems, makes available to the Original Purchaser—Present Property Owner the Lifetime Limited Warranty, warranting the Alside Vinyl Window System for as long as the Property Owner shall own and live in the property at the stated property address, from date of window or patio door installation, under normal use and service, against specified defects in material and workmanship of the Alside Vinyl Window System, occurring as a direct result of the manufacturing process, and subject to the terms and conditions of this Limited Warranty.

### **Lifetime Limited Warranty – Vinyl Sash Frame and Vinyl Mainframe**

For as long as the Original Purchaser—Present Property Owner shall own and live in the property, the rigidized vinyl in the window/patio door sash frames and in the window/patio door mainframe of the basic window unit will be warranted against cracking, warping, peeling, flaking, blistering or corroding.

### **Lifetime Limited Warranty – Moving Parts of the Basic Window Unit**

The moving parts of the basic window unit, consisting of the balance to raise and lower the window sash or the brass wheels to slide the sash, and locking mechanism to secure the window or patio door sash, are all warranted for as long as the Original Purchaser—Present Property Owner shall own and live in the property.

### **Lifetime Limited Warranty – Fiberglass Screening and Screen Frame**

The fiberglass screening material used in the window/patio door screen and the material for manufacture of the screen frames are warranted against manufacturing defects resulting in rotting or rusting, for as long as the Original Purchaser—Present Property Owner shall own and live in the property. Should such a manufacturing defect occur, the Manufacturer agrees to furnish new screen material or new screen frame material to the Property Owner, transportation charges payable by the Property Owner.

### **Lifetime Limited Warranty – Insulating Glass Unit**

The hermetically sealed insulated glass unit of the Alside Vinyl Window/Patio Door System is warranted for as long as the Original Property Owner shall own and live in the property from date of window installation against development of material obstruction of vision occurring from manufacturing defects, resulting from film formation or dust collection between the interior glass surfaces, caused by failure of the hermetic seal, under conditions of normal use and service.

### **Labor Provisions**

During the one (1) year period from date of window installation, the Manufacturer will provide the labor at no charge to the Original Purchaser—Present Property Owner for repair or replacement of the warranted window part or component, under the provisions of this Limited Warranty.

Except as to labor on repair or replacement for one (1) year on warranted work following date of window installation, this Limited Warranty does not include any additional labor costs and the Manufacturer will not be responsible after the first year for any costs incurred in the removal or replacement, installation or reinstallation of the window or of any part or component of the window, or

of any repaired or replacement part or component furnished by Manufacturer under this Warranty for the window. This warranty does not cover breakage of glass or torn screening from any cause whatsoever.

### **Alside Vinyl Window Systems Limited Warranty**

#### **Transferable to Successor Owner**

This Limited Warranty for the Alside Vinyl Window System is transferable one time by the Original Purchaser to the successor owner of the property, within the first thirty (30) years from date of window installation. Upon transfer, the transferred warranty period shall be limited to the unexpired remaining portion of such thirty (30) years from date of window installation, and shall not be further transferable.

In the event of property transfer, or hermetic seal failure, the subsequent owner will be responsible for charges based on the following schedule:

0 - 10 Years	No Charge
11 - 15 Years	50%
16 - 20 Years	70%
21 - 25 Years	80%
25+ Years	90%

The basis for computing the cost of material for repair or replacement shall be current market prices.

### **Property Owner Claim Procedure and Other Warranty Provisions**

Any claims for defects under this Limited Warranty should be made in writing to Alside, P.O. Box 2010, Akron, Ohio 44309, Attention: Window Warranty Services, promptly after discovery of the claimed defect, describing the defect claimed and referring to this Warranty and date of window installation, together with the name of contractor, and proof of purchase, proof of property ownership and transfer info as requested. Allow a reasonable time for inspection purposes if determined to be necessary.

If the windows do not conform to this Warranty and any such manufacturing defect occurs within the time period specified, according to the provisions of this Warranty, then Alside agrees, at its option, to repair or replace the defective part or component of the window free of charge, which shall be shipped to Alside, transportation charges prepaid, or upon prepayment of any applicable prorated amount then due from the Original Purchaser—Present Property Owner. The Property Owner will be responsible for return transportation charges back to the property location.

Replacement parts or components furnished by Manufacturer under this Warranty will have the standard color available at that time. A color variance may occur between the new replacement part or component in comparison to the original window due to weathering exposure and would not be indicative of defects in the part or component.

Alside reserves the right to discontinue or change any Alside Vinyl Window System as manufactured. If the part or component of the window originally installed is not available and Alside determines to make replacement, Alside shall have the right to substitute a compatible part or component, apportioned when pro rata basis applies over the warranted time period for usage to refund date.

The Manufacturer does not warrant installation nor defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering of sash frames and mainframe, and screen and screen frame, oxidation, accidents or intentional damage, or fire, flood, windblown objects, hail, lightning, earthquake or other Acts of God, chemical pollutants, chemicals, brick wash, mildew, negligent maintenance, fading, misuse or abuse, building settlement or structural defects, or if subjected to stresses resulting from localized heat sources which cause excessive temperature differentials over the glass surfaces or edges, or any other causes or occurrences beyond the Manufacturer's control. This Warranty does not apply if the windows are painted, varnished or coated with any other substance.

Normal weathering may cause any surface to oxidize, chalk or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which the Manufacturer has no control, contribute to the severity of these conditions.

Caulking may be necessary on some installations to seal the frames or trim package against water and/or air infiltration. Caulking is considered a maintenance issue and is the responsibility of the homeowner. It is not considered part of the product and is not covered under this warranty.

Condensation on windows may occur as the natural result of humidity within the house or building area and changes in interior / exterior temperatures, and does not indicate a defect in the window. This Warranty does not cover condensation nor frost or freezing from condensation on the windows.

This Warranty is limited to the Manufacturer's furnishing repaired or replacement parts or components of the window, free of charge, within the time period specified, or as applicable, upon payment in advance of any pro rata amount then due from the Original Purchaser—Present Property Owner, according to the provisions of this Warranty, on the Manufacturer receiving from the Property Owner any such claimed defective parts or components of the window, and with return transportation charges for any repaired or replacement window part or component being at Property Owner's responsibility, as provided.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY ALSIDE FOR THE WINDOWS, IN LIEU OF ALL OTHER WARRANTIES, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF ALSIDE AND THE PROPERTY OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. ALSIDE SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE WINDOWS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or 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.

### **Commercial Applications**

If the building in which the Alside Vinyl Window System is installed is owned by an entity other than an individual resident owner, whether by a corporation, partnership, an unincorporated association, or by a government or public entity, including without limitation, a church or school, then the warranty period shall be a Thirty (30) Year Prorated Limited Warranty from the date of window installation, applicable to all window parts and components, under the prorated basis of this Warranty, with labor at no charge to Property Owner on warranted work for one (1) year period, from the date of window installation, and subject to all other terms and conditions of this Limited Warranty.

Alside Vinyl Window Systems are manufactured and warranted by:  
Alside, P.O. Box 2010, Akron, Ohio 44309.

**Alside**