



Limited Lifetime Warranty

MaxView™ Multi-Slide Vinyl Patio Door

The Limited Lifetime Warranty coverage set forth in Section I below is only available to Customers that have properly registered Goods (as defined below). Customer must register the Goods via the website simonton.com/support/register or by email to registtermywarrantyusw@cornerstone-bb.com. If the Goods have not been properly registered, all references in this document to any warranty shall refer solely and exclusively to the sale and purchase of the Goods "AS IS" as set forth in Section II below. If Customer properly registered the Goods prior to any warranty claim and within 90 days of installation, then the warranties set forth below in Section I below shall apply and govern the Limited Lifetime Warranty program.

California residents do not need to register the Goods in order to get all of the rights and remedies of registered Customers under this Limited Lifetime Warranty.

I. Limited Lifetime Warranty Program

Scope

The term "Goods" used hereinafter shall mean and include all products, goods, materials, supplies, equipment and all installation services in connection therewith as identified in the Simonton MaxView Limited Lifetime Warranty

("Agreement"). The Agreement, together with these terms and conditions form the entire agreement between the parties with respect to the Goods and the Limited Lifetime Warranty Program. Additional or different terms proposed by Customer or any attempt by Customer to vary in any degree any of the terms of this Limited Lifetime Warranty Program whether by invoice, quote, delivery tickets, payment or otherwise are hereby deemed a material alteration and notice of objection and rejection of such terms is hereby given.

The "Goods" does not include (i) work performed by Customer or third parties, or (ii) any other products, goods, materials, supplies, equipment and all installation services not performed by SIMONTON WINDOWS.

The parties acknowledge that SIMONTON WINDOWS makes no guarantee or warranty as to the timely delivery of Goods or installation services.

If at any time, payment is not remitted to SIMONTON WINDOWS (regardless of whether Customer registered the Goods for the Limited Lifetime Warranty) when invoiced and due, SIMONTON WINDOWS may, at its sole discretion, at any time, suspend or void the Limited Lifetime Warranty, stop work, exercise any lien rights, offset any amounts owed by the Customer and enforce all other rights by contract, equity or law. Payment of the total purchase price is a condition precedent to SIMONTON WINDOWS's Limited Lifetime Warranty.

"Specialty Goods" shall mean all specialty units specifically manufactured to Customer specifications, and shall include all bay/bow windows and garden windows.

Coverage

To qualify for coverage under this warranty, the Goods must be installed in accordance with AAMA and local guidelines, and with SIMONTON WINDOWS AND DOORS' installation instructions.

Frames and Sash

The vinyl frame and sash are warranted to be free from blistering, peeling, flaking, and decaying for the length of time the original purchaser resides in the home under normal environmental conditions.

Applied exterior and interior color finishes are warranted to be free from the blistering, peeling, flaking, or decaying for up to 10 years from date of purchase under normal environmental conditions.

The coverage for Specialty Goods is limited to 10 years from purchase date.

Insulated Glass Units

The installed, sealed insulated glass unit is warranted to be free from material obstruction of vision on the internal surfaces of the insulated glass unit, for up to 15 years from the date of purchase. The coverage for specialty glass applications, including laminated, obscure, and decorative; simulated divided lites and blinds between glass is limited to 10 years from purchase date.

Installed, sealed insulated glass units in bay, bow and garden windows is warranted to be free from material obstruction of vision on the internal surfaces of the insulated glass unit, for up to 10 years from the date of purchase.

The insulated glass unit is also warranted to be free from stress cracks for up to one year from the date of purchase.

Components, Hardware, and other Mechanical Parts

Window components, hardware, and other mechanical parts are warranted against breaking, peeling, flaking, rusting, blistering, for a period of 10 years from the date of purchase. Door, bay/bow and garden window components, hardware, and other mechanical parts are warranted against breaking, peeling, flaking, rusting, blistering, for a period of 10 years from the date of purchase under normal environmental conditions. Torn or loose screen mesh is not covered.

Commercial Applications

If SIMONTON WINDOWS products are installed in a non-owner, multi-family occupied dwelling or one used for commercial purposes, the coverage on all warrantable Goods will be limited to only 10 years and is not transferable.

Remedies

This Limited Lifetime Warranty is made as of the original date of the Goods purchase and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited Lifetime Warranty, the remedies for approved warranty claims, include replacing defective parts (color matching not guaranteed); or, SIMONTON WINDOWS, at its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the product, excluding installation cost. Shipping and handling fees may apply. The remedies set forth in this Limited Lifetime Warranty are the sole and exclusive remedies available to Customer and sole and exclusive liability of SIMONTON WINDOWS for any claims arising out of or in connection with the Agreement, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. Removal of millwork, trim by others, finishing, refinishing, and disposal costs and services are not included.

Warranty Transfer

The Limited Lifetime Warranty extends to the owner of the structure in which the Goods are originally installed and is non-transferable; provided that this warranty may be transferred one time only by the original, single-family homeowner to a successor owner of the property. If this warranty is transferred, it will remain in effect for 5 years after the date of the transfer or to the conclusion of the original warranty as set forth herein, whichever comes first. SIMONTON WINDOWS must receive the transfer request within thirty (30) days after the date of transfer of ownership. All transfer requests are to be submitted via simonton.com/support/warranty-transfer

Claim Procedure

All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. To initiate a claim, visit simonton.com/support/warranty-claim

General Conditions and Exclusions

This Limited Lifetime Warranty is the only warranty, written or oral, express or implied, provided by SIMONTON WINDOWS. No dealer, employee, or agent of SIMONTON WINDOWS, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of SIMONTON WINDOWS. THE WARRANTIES SET FORTH IN THIS LIMITED LIFETIME WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER UNDER ANY FEDERAL OR STATE LAW. ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Some states do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to Customer.

Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Lifetime Warranty. Any Goods or component not specifically subject to this Limited Lifetime Warranty is provided AS IS and without warranty. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY GOODS, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

This limited warranty is only applicable to Goods installed in the USA. This limited warranty gives the holder specific legal rights, which may vary, from state to state.

SIMONTON WINDOWS reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts, components or materials may be replaced with an equivalent part at the sole discretion of SIMONTON WINDOWS. SIMONTON WINDOWS is not responsible for any color variation in the replacement part, component, or material.

This limited warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers.

Many standard Goods are labeled with the AAMA or Hurricane Impact Certifications. Certification is based on the performance of a sample(s) of the product at the time of manufacture. Many standard Goods are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to single products only; however certain factory-mulled or combined product configurations may also be certified. Performance of individual Goods may vary and will change over time, depending upon the conditions of use. Certifications and NFRC ratings are not performance warranties.

SIMONTON WINDOWS will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of Goods. Windows and doors are only one element of a structure; SIMONTON WINDOWS does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Goods.

The Goods, including all products, goods, materials, supplies, equipment, windows and screens, are not designed, tested or certified to, and will not, prevent falls. Under no circumstances does SIMONTON WINDOWS represent or warrant that the Goods can be used for fall prevention; SIMONTON WINDOWS shall not be responsible or liable in any manner for damages or bodily injury associated with or related to the failure of the Goods to prevent falls.

Notwithstanding anything to the contrary, in no event will SIMONTON WINDOWS be liable for consequential damages, including claims, losses, damages, or expenses related to Customer's interior equipment, furnishing, or property inside the structure, lost profits, loss of investment, business interruption or other special, incidental, consequential or indirect damages arising from or in relation to the Agreement or the Goods provided by SIMONTON WINDOWS under the Agreement whether in contract, warranty, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action.

In no event shall the liability of SIMONTON WINDOWS arising in connection with any Goods or activities provided under the Agreement exceed the actual amount paid by Customer to SIMONTON WINDOWS for the Goods or activities involved with any such claim.

Items NOT Covered by this Limited Warranty

SIMONTON WINDOWS is not responsible for any costs incurred in the removal, replacement, installation, re-installation or repair of product or adjacent materials.

Damage, defects or failure of Goods resulting from causes outside of SIMONTON WINDOWS control are excluded from coverage under this Limited Lifetime Warranty, including, but not limited to the following:

- Storage, handling, installation by others, modifications by others, application or use of the Goods not in accordance with SIMONTON WINDOWS's instructions, specifications or building codes.
- The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes; exposure of the Goods to excessive heat and/or cold beyond naturally occurring conditions; and use in applications exceeding design standards.
- The failure to perform reasonable and necessary maintenance on the Goods.
- Stresses caused by building defects, settlement, or movement of the structure in which the Goods are installed.
- The application of harmful cleaning solutions or products including, but not limited to, brick wash, acetone, petroleum products or abrasive compounds.
- Fading and/or color variations caused by normal aging or weathering.
- The rusting or corrosion of Goods installed in proximity to coastal environments, unless the product is composed of appropriate stainless steel or other non-corrosive hardware in which case such Goods are warranted to be free from manufacturing defects that result in abnormal deterioration of the finish for a period of five (5) years. Other hardware finishes are not warranted in coastal environments.
- Installation of the Goods outside of the United States.
- Minor blemishes in the glass that do not significantly impair the structure or vision through the glass, including glass curvature.
- Condensation on the external surfaces of the window and/or glass.
- Misalignment, bow, twist and warp of grilles/muntins of 1/8" or less from appropriate position shall be excluded from the Limited Lifetime Warranty.
- Damage due to the transportation or installation of the glass product or Goods at altitudes more than 5,000 feet above or below point of manufacture, unless equipped with capillary or breather tubes.
- The very gradual, natural migration of inert gas used in insulated glass units.
- Damage incurred by reflection of solar energy from the product surface.
- Misuse, abuse, alteration by others, accident or negligence.
- Goods installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited Lifetime Warranty.
- SIMONTON WINDOWS does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the Goods. SIMONTON WINDOWS does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

II. "AS IS" WARRANTY

Customer had notice and the opportunity to register the Goods for the Limited Lifetime Warranty set forth above in Section I. Customer has elected not to register the Goods for the Limited Lifetime Warranty and accepts liability for any damages, defects or failure of Goods. SIMONTON WINDOWS HEREBY NOTIFIES CUSTOMER, AND CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE GOODS ARE BEING SOLD "AS IS," "WHERE AS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE GOODS. SIMONTON WINDOWS EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. The Customer has been given the opportunity to inspect the Goods. Additionally, the Customer has accepted the Goods in their existing condition.

Thank you for choosing Simonton MaxView Multi-Slide Vinyl Patio Doors.

We are proud to offer a Lifetime, Limited Warranty on all vinyl frames and sashes, working parts and insulated glass units. After your windows and/or doors are installed, be sure to register them online at simonton.com/support/register