

Supersedes all Previous Warranties

The warranty provided herein is the sole warranty provided by Heritage Windows (HERITAGE), on all HERITAGE materials, goods and products, and supersedes all other or previous warranties of any kind. Subject to the following qualifications and exceptions, and HERITAGE's standard Terms and Conditions, which are made part hereof, HERITAGE provides a LIMITED WARRANTY (Warranty) on all HERITAGE products from the date of original purchase, as follows:

A. SEALED INSULATED GLASS UNITS (IGU) : HERITAGE warrants that IGU shall be free from defects in material and workmanship and that IGU will be manufactured from glass that shall meet the requirements of the current version of ASTM C 1036,, ASTM C1048, and ASTM E 774-1988 Level C or higher (as appropriate). HERITAGE further warrants that IGU will seal against failure resulting in material obstruction of vision through the IGU due to the accumulation of dust or moisture, on the internal glass surfaces; for 10 years provided, however, said Warranty is subject to the following exceptions and qualifications (for which said Warranty shall not apply):

1.) Seal failure due to (a) Glass breakage, (b) IGU used or installed in high moisture environments (swimming pool enclosures, greenhouses, refrigeration units, shower areas, etc.), (c) IGU installed in high-vibration environments (mobile units, water craft, airport sites, etc.), (d) IGU which have been improperly handled or stored, (e) IGU which have been installed by others, with incompatible seam sealant and glazing sealant materials (f) IGU was split and re-sealed by others, (g) IGU with applied films added to any surface of the glass after shipment and/or installation. (h) IGU was installed sloped, not 90 degree vertical

2.) HERITAGE does not provide any warranty on IGU Unit that do not fully comply with the following requirements and specifications. They should be carefully reviewed by Customer. An IGU is made up of 2 panes of glass. Each pane has 2 surfaces, external and internal. There are 4 surfaces in an IGU unit and they are counted from external to internal. Low E glass coated surface must be either 2nd or 3rd surface. When tinted glass is used with clear glass, it must be always pane #1 or surface 1. When tinted glass is used with Low E glass, it must be pane #1 or surface #1 and Low E to be pane #2 or surface # 3. When Tinted and Low E glass is used, both must be tempered. If reflective glass is used, it will be tempered

3.) MONOLITHIC LoE GLASS WARRANTY

HERITAGE warrants the IGU with LoE against visible deterioration of the LoE coating, when used as one lite of a sealed insulating glass unit. This warranty does not cover product defects resulting from or related to: improper use, handling or other abuse, glass breakage. If any breach of this warranty is reported to HERITAGE before the end of 10th year from the date of manufacture; not from the date of occupancy of the home, HERITAGE at its exclusive option will either:

- a. Provide a replacement IGU to the customer, FOB Gilbert, Arizona or,
- b. Refund to the customer HERITAGE's original selling price of such defective glass.

If HERITAGE elects to supply a replacement product, the limited warranty thereon will extend to the balance of 10 year period.

4.) All Argon gas-filled IGU supplied by HERITAGE are warranted to have the airspace filled to a minimum of 80% with the required gas (the balance to be air) at the time of purchase. HERITAGE makes no warranty that the gas will remain in the airspace for ANY length of time. All IGU supplied by HERITAGE that are shipped through high elevations higher than 3000 feet or higher) must be equipped with capillary tube. IGU with capillary tubes cannot be gas-filled unless special balloons are integrated to manage the gas when IGU travels through higher elevation to the destination. Any capillary tube IGU that is exposed to moisture prior to installation will not be covered by this Warranty. The customer is solely responsible for closing and properly crimping all capillary tubes prior to, or during installation

5.) HERITAGE is not responsible for, and provides no warranty covering, breakage due to thermal stress, atmospheric pressure changes, wind loads above product's test ratings and collisions by other materials. Tempered glass breakage after the glass is delivered to the customer, is not warranted under any conditions. By way of example, breakage caused by the glass absorption of heat and the resultant expansion and contraction is not covered by the Warranty. On open frame and glass separate shipments, HERITAGE is not responsible for any breakage if supplied setting blocks and seals are not used and HERITAGE recommended glazing is not followed. On open frame and glass separate shipments, HERITAGE will not warrant the water penetration resistance performance of the product. It is customer's responsibility to let HERITAGE know the elevation that products will be installed. If the buyer or his agent is not present to receive/inspect the products when delivered/installed, HERITAGE will not accept any Surface 1 and Surface 4 quality claims from the buyer.

6.) The specific requirements for safety glass are the responsibility of the Customer.

7.) HERITAGE will not be held to glass quality standards higher than published Federal Specifications for allowable variances.

8) Maximum square foot of the IGU warranted against the seal failure will be 60 square feet.

B.APPLIED FINISHES: All painted or anodized finishes on materials and hardware that are supplied by HERITAGE carry the limited five (5) year Warranty from the date of original purchase. HERITAGE warrants that within said five year warranty period, under normal atmospheric and operating conditions, the finish will not change *gloss and color* beyond acceptable trade tolerances. HERITAGE has no control over the location in which its products are installed. Locations with salt or chemical air pollution, adverse atmospheric conditions and abnormal or high use operating conditions, can have an extremely detrimental effect on the applied finish, seriously reducing the quality and life expectancy of the finish or color. In such locations, AAMA 2605 specs should be followed with Kynar paint 70%, High Performance Dry Powder TGIC with double coat on edge painting or Class I anodizing. The warranty provided herein does not extend to nor cover damage to the finish occasioned by any of the following: moisture, condensation,

salt or chemical run or stucco juice run or other contamination or corrosion, adverse atmospheric conditions, abnormal operating conditions, damage during shipment, improper storage, handling during installation, lack of regular maintenance, or other factors beyond the control of HERITAGE. In salty and polluted environments, the applied finish surface must be light detergent cleaned monthly. Unpainted , non-anodized frames or non-plated hardware are NOT warranted against corrosion or other degradation of the material surfaces. AAMA 2603 and 2604 specs are followed with Dry Powder TGIC and Polyester Paints.

C.HARDWARE: Window and door hardware is warranted for 2 years to perform the function for which each such item was installed during any warranty period offered by the hardware manufacturer (if any). NOTE: all hardware manufactured by third parties shall contain a pass-through warranty from the hardware manufacturer only (i.e., HERITAGE does not offer any warranty for such hardware other than what the hardware manufacturer offers). If it is deemed that any problem with the hardware is legitimately covered by any such warranty, then HERITAGE will supply replacement hardware parts only, FOB Gilbert, Arizona (no labor costs are included). The Warranty provided by HERITAGE herein for hardware is limited to: window and door lock and latch mechanisms, hinges, roto gears and pivot-shoe roto gears, rollers. Special order hardware is supplied with the original manufacturer's warranty (if any), and no other HERITAGE Warranty applies. Any warranty regarding hardware finishes are addressed under "Applied Finishes" above. HERITAGE strongly recommends that regular CLEANING and MAINTENANCE be performed on all frames and hardware.

D.GENERAL:

1.) HERITAGE'S SOLE LIABILITY AND THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE ABOVE WARRANTIES SHALL BE LIMITED TO, AT HERITAGE'S OPTION, (a) THE REPLACEMENT OF THE DAMAGED OR DEFECTIVE MATERIALS, F.O.B. GILBERT, ARIZONA, OR (b) THE ISSUANCE OF A REFUND IN AN AMOUNT NOT TO EXCEED THE ORIGINAL PURCHASE PRICE OF THE MATERIALS OR PRODUCTS.

2.) All claims pursuant to this Warranty must be made in writing and sent by registered mail, postage repaid, return receipt requested, to HERITAGE WINDOWS, 1503 West San Pedro St, Gilbert, AZ 85233.

3.) Pursuant to the terms of this Warranty and the Terms and Conditions that are made part hereof, damaged or defective materials/products which are covered by this Warranty and which are returned to the factory (freight prepaid) within the Warranty period, will be repaired or replaced at the discretion of HERITAGE. The repaired or replacement materials/products shall be returned to the Customer (i.e., claimant) F.O.B Gilbert, Arizona, "Freight Collect" to be paid by Customer.

4.) Reimbursement for labor and/or other costs involved with the removal of the damaged or defective

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materials and the installation of the replacement materials is specifically excluded from this Warranty. Under no circumstances will any on-site repairs or replacements be made or paid for by HERITAGE.

5.) The above Warranty does NOT include materials, goods or products that have been abused, misused, installed in a manner contrary to the HERITAGE's published installation instructions, not used for the purpose intended, or that have been damaged during shipment by a common carrier or after acceptance of a delivery.

6.) Except as may otherwise be provided in this Warranty, or in the Terms and Conditions, in no event shall HERITAGE have liability for or accept direct, indirect, special incidental charges or consequential or liquidated damages or back or other charges relating to any Warranty claims or repairs conducted in connection therewith. This Warranty does not apply to products or materials which are not paid in full.

7.) EXCEPT AS SET FORTH HEREIN AND IN THE TERMS AND CONDITIONS MADE PART HEREOF, HERITAGE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. HERITAGE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

8.) All HERITAGE materials or products which are installed contrary to the published installation instructions do NOT carry a warranty. Customer understands that HERITAGE recommends only licensed glazing contractors with good standing of Registrar of Contractors or California Contractor's Board, or other states' regulatory agencies.

9.) This Warranty does not extend to materials or products that are damaged or where the operation becomes impaired or that become inoperable due to building settling, building movement or acts of God or other factors beyond the control of HERITAGE. .

10.) This Warranty is VOID and of no force or effect if windows and/or door styles/sizes requested by the Customer are beyond HERITAGE'S normal manufacturing specifications or limits (as determined by HERITAGE in its sole discretion), or where it is noted on a sales confirmation as "NO WARRANTY" and as per HERITAGE terms and conditions.

11.) All HERITAGE products are intended to be installed by a qualified glazing contractor per ASTM E2112-07, AAMA 100-07, AAMA 2400-02. The Warranty is void if a window or door (or any other product provided by HERITAGE) is installed by anyone not qualified to the highest published standards of the industry. All HERITAGE provided products must be installed in accordance with the published installation instructions, and if there are no such installation instructions then it is the dealer (Customer)/installer's responsibility to meet the standards of the industry to supply a water-tight and well functioning installation. This includes a properly treated foundation for all window and door products.

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When windows and doors are installed directly on the concrete, the compounding of the concrete must not allow salts to rise to the concrete surface, which must be treated with seals. Heritage will assume no responsibility for untreated or poorly compounded concrete. Failure to fully comply in any respect with these instructions (or with the provisions contained in this paragraph) will void the Warranty provided herein.

12.) **Maintenance Required:** As with all products some level of maintenance is required for all Heritage products. All warranties are null and void unless the products are properly installed and maintained according to Heritage's published "care and maintenance guides". For example, corrosion is a common concern in coastal areas. Proper care will prevent corrosion from causing irreparable damage to the products.

13.) Any changes to the Warranty are null and void unless they are agreed upon by HERITAGE in writing and expressly made part of the written sales confirmation. No agent, representative and dealer is authorized to revise above warranty conditions.