

ValuSmart[™] BY POLARIS[™] Vinyl Residential Replacement Window Limited Lifetime Warranty

This Limited Lifetime Warranty applies to the original Homeowner.

WINDOW HARDWARE: Polaris Technologies, warrants, subject to the conditions and restrictions contained herein, that Polaris Technologies fenestration products shall be guaranteed against defects in materials and workmanship for a period of twenty (20) years from date of acceptance of the installation, provided installation is in accordance with the manufacturer's specifications and instructions. This warranty does not include parts that have been abused, misused or not used for the purpose intended or parts that have been damaged in shipments that are not the responsibility of Polaris Technologies.

LIFETIME FRAME AND SASH: Polaris Technologies warrants that the vinyl extrusions manufactured from Polaris Vinyl Compound, for use by Polaris Technologies in fabricating the Windows, are free from defects in material and workmanship in the course of manufacture and will not materially rot, rust, crack, warp, pit, corrode, peel or blister during the warranty period and will not materially fail to maintain their basic color characteristics in the warranty period

INSULATED GLASS LIMITED WARRANTY: Polaris Technologies insulated glass units to which this Limited Warranty applies contained in insulated glass windows manufactured by Polaris Technologies, shall be free from material obstruction of vision as a result of film accumulation on interior glass surfaces resulting exclusively from failure of the hermetic edge seal (from sources other than glass breakage or cracking) due to faulty manufacture by Polaris Technologies for a period of twenty (20) years from date of manufacture of the Polaris Technologies insulated window containing the unit.

If the unit fails to perform in accordance with the above statements during the applicable warranty period, Polaris Technologies shall, upon written notification and validation of the complaint by inspection by its designated representative, supply a replacement for the non-conforming unit or grant a credit for a portion of the cost of the unit, as hereinafter specified. Polaris Technologies obligation under this Limited Warranty is to supply a replacement unit for the non-conforming unit FOB Polaris Technologies nearest active dealer to the installation during the first year of the Limited Warranty period. During the second year through the end of the fifth year of the Limited Warranty period, Polaris Technologies obligation is to issue a credit to the Original Purchaser toward purchasing a replacement unit manufactured by Polaris Technologies.

Labor of any kind or other costs to remove the non-conforming unit and/or to install the replacement unit is not included in this Limited Warranty. Polaris Technologies shall bear no other expense of any kind and the Original Purchaser's exclusive remedy shall be replacement or credit on the basis stated. The Original Purchaser shall pay any and all labor costs necessary to install replacement units.

This Limited Warranty is void, and Polaris Technologies shall not be obligated to replace any unit or provide a credit for any unit where the necessity of such replacement in Polaris Technologies opinion, is due in whole or in part to improper installation of the Polaris Technologies insulated window containing the unit, maintenance or service, modification or alteration or accident, involving the unit. Additionally, this Limited Warranty shall not apply to (i) a unit sold or installed outside of the United States, (ii) a unit damaged in handling and/or installation, (iii) a unit that is subjected to stresses resulting from localized application of heat causing excessive heat differentials over the surface or edges of the glass, (iv) seal failures due to faulty or improper installation, (v) use of unapproved exterior applied agents (e.g., unapproved cleaning agents, oil based compounds, etc.), (vi) any installation in excess of 6,000 feet above sea level of any unit without proper capillary breather tubes, (vii) in the event of application of films or decorations (e.g., sun-absorbing or reflective films or decorative substances), (viii) a unit installed in a high vibration area (e.g., airports) or a high moisture area (e.g., swimming pool or spa enclosures), where there is excessive vibration of the building or foundation or abnormal moisture or chemical environments, (ix) a unit sold or installed in an excessive saline environment, or (x) a unit that has been subjected to pressure cleaning.

If Polaris Technologies supplies a replacement unit, the Limited Warranty of the replacement unit will extend for the time remaining on the original Limited Warranty hereunder and the warranty period will not be extended. In all cases, the date of manufacture of the Polaris Technologies insulating window containing the unit to the date that the claim is made will govern the extent of the coverage under the Limited Warranty.

Polaris Technologies reserves the right to discontinue or make changes in the unit and/or in any of its insulating windows. If the unit covered by this Limited Warranty is not available, in the event of replacement of a non-conforming unit, Polaris Technologies shall have the right to substitute a replacement unit that in Polaris Technologies sole discretion is of equal quality or value.