

## **Summit Window and Patio Door Lifetime Limited Homeowner Warranty**

Summit Window and Patio Door (“SUMMIT”) is pleased to guarantee and warrant that its aluminum and vinyl windows and patio doors shall be free from defects in materials and workmanship for the normal life of the home into which they are initially installed.

### **To whom does Limited Warranty extend?**

This limited warranty is made and extends only to the original purchaser of such windows or patio doors from SUMMIT (whether a distributor, dealer, contractor or owner) and the owner occupied single family residence at the time of initial installation. It may not be assigned or transferred and shall not extend to subsequent owners.

### **How is a Warranty Claim made?**

A written claim detailing the date and location of original installation (including proof of either (1) ownership of the home into which such window or patio door was initially installed or (2) purchase of the SUMMIT window or patio door), the nature of the problem and the name, address and telephone number of the original owner or purchaser making the claim must be submitted to: JELD-WEN Warranty Dept., PO Box 1329, Klamath Falls, OR 97601. All claims must be made and processed prior to doing any repair work not authorized by SUMMIT, and claims should be made as near the time of their discovery as possible in order to enable SUMMIT to properly evaluate any potential defects and to assure maximum enjoyment of its window and patio door products.

### **What will SUMMIT do?**

SUMMIT will contact you shortly after receipt of the written claim and make arrangements to inspect the product subject to the claim. Thereafter, SUMMIT shall, at its sole option, either (1) repair any defective product without charge; (2) furnish a replacement product or component part, shipped freight prepaid; or (3) refund the original purchase price of the defective product or component.

### **What is NOT covered under this limited Warranty?**

This limited warranty does not cover; (1) products manufactured or sold by SUMMIT prior to January 1, 1996; (2) products for which SUMMIT has not received full payment; (3) products improperly installed or maintained; (4) products installed in other than a vertical plane; (5) component parts which have been damaged by accident, improper use or handling, alteration or modification; (6) screens; (7) insulated glass unit seal failure incidental to glass breakage; or (8) damage caused by excessive heat, fire, flood, earthquake, storm or other acts of nature, structure settling, or any other cause beyond the control of SUMMIT.

### **Limitations and Exclusions**

THIS WARRANTY SETS FORTH SUMMIT’S MAXIMUM LIABILITY FOR ITS PRODUCTS. SUMMIT SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. SUMMIT MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS PRODUCTS. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTY AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

## **Windows, Patio Doors, and Component Parts One Year Limited Warranty For other than owner-occupied single-family residence**

Summit Window and Patio Door (“SUMMIT”) guarantees and warrants, subject to the conditions and restrictions stated below, that its SUMMIT® windows, patio doors, and component parts thereof, and any other product manufactured by SUMMIT, shall be free from any defects in materials or workmanship for one (1) year from the date of original installation. Should any such product or component part be proven to be defective during this one (1) year period, SUMMIT shall, at SUMMIT’s option, either 1) repair any such product without charge; 2) furnish a replacement product or component, without charge and shipped prepaid to the person making the warranty claim; or 3) refund the original purchase price of the defective product or component. IN NO EVENT SHALL SUMMIT PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL OR

REPLACEMENT PRODUCT OR ANY REPLACEMENT PART, OR FOR ANY OTHER INCIDENTAL COSTS RELATED THERETO.

This warranty is valid only when products covered by this warranty are installed, finished and maintained according to SUMMIT's written installation instructions. This warranty does not cover 1) component parts which have been damaged by accident, mishandling or improper use, 2) component parts which have been subjected to negligent operation, 3) screen or glass, 4) damage resulting from improper installation, or 5) damage caused by fire, flood, act of God, earthquake, storm, tornado, or any other cause beyond the control of SUMMIT.

THIS WARRANTY SETS FORTH SUMMIT'S MAXIMUM LIABILITY FOR ITS PRODUCTS. SUMMIT SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. SUMMIT MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS PRODUCTS. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTY AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

Claims under this warranty must be made in writing prior to the expiration of the one year warranty period and prior to the beginning of any repair work to: JELD-WEN Warranty Dept, PO Box 1329, Klamath Falls, OR 97601. Written claims must detail the original date of installation, nature of the problem, and name, address and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the foregoing in writing and is received by SUMMIT prior to the expiration of the one (1) year warranty period. SUMMIT reserves the right to have any of its products, alleged to be defective, field inspected by SUMMIT representative. No distributor, dealer or representative of SUMMIT has the authority to change or modify this warranty, either orally or in writing, in any respect.

This limited warranty is effective for all products manufactured by Summit after January 1, 1996, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by SUMMIT prior to January 1, 1996.

**Insulated Glass  
Twenty Year Limited Warranty  
For other than owner-occupied single-family residence**

Summit Window and Patio Door ("SUMMIT") guarantees and warrants, subject to the conditions and restrictions stated below, that each SUMMIT® Insulated Glass Unit and all other Insulated Glass Units manufactured by SUMMIT, shall be free from any material obstruction to vision due to film formation or dust collection on the interior glass surfaces resulting exclusively from failure of the hermetic seal, other than through glass breakage, for twenty (20) years from the date of its manufacture.

If any such failure occurs during the first five (5) years from the date of such unit's manufacture, SUMMIT will ship a replacement unit, without charge, to the shipping point nearest the installation. If such failure occurs in any unit after the five (5) year period from the date of such unit's manufacture, SUMMIT will provide a pro-rata credit against the purchase of any replacement Insulated Glass Unit manufactured by SUMMIT. The amount of any such credit shall depend on the number of years from the date of manufacture to the date such a claim is made as follows:

Years From Date of Manufacture	Amount of Credit
6 to 8	50%
8 to 11	40%
11 to 14	30%
14 to 17	20%
17 to 20	10%
after 20	0%

IN NO EVENT SHALL SUMMIT PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL INSULATED GLASS UNIT OR THE REPLACEMENT UNIT, OR ANY OTHER

INCIDENTAL COSTS RELATED THERETO. THIS SHALL BE SUMMIT'S MAXIMUM LIABILITY UNDER THE WARRANTY. SUMMIT MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS INSULATED GLASS UNITS. ANY FURTHER CLAIMS DUE TO SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGE ARE EXCLUDED FROM THIS WARRANTY. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH IMPLIED WARRANTY AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

This warranty shall not apply to units sold or installed outside the United States or Canada, or to units damaged in handling or in installation. This warranty shall also be void if the unit is subjected to stresses resulting from localized application of heat causing excessive temperature differentials over the glass surfaces or edges, excessive vibration or a movement of building or foundations.

Claims under this warranty must be made in writing as soon as practicable after discovery of the defect and in all events within the applicable warranty period and prior to the beginning of any repair work to: JELD-WEN Warranty Dept., PO Box 1329, Klamath Falls, OR 97601. Written claims must detail the nature of the problem, and the name, address and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the foregoing in writing and is received by SUMMIT prior to the expiration of the twenty (20) year warranty period. SUMMIT reserves the right to have any unit alleged as being defective under this warranty, field inspected by a qualified factory representative and returned to the factory. No distributor, dealer or representative of SUMMIT has the authority to change or modify this warranty, either orally or in writing, in any respect.

This limited warranty is effective for all products manufactured by SUMMIT after January 1, 1996, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by SUMMIT prior to January 1, 1996.