

20 YEAR EXTENDED WARRANTY

TRANSFERABLE TWENTY YEAR LIMITED WARRANTY

This warranty applies to all of NuView's products purchased from an authorized NuView retailer or directly from NuView itself and is extended to the owner of the structure in which the windows and or doors are originally installed.

This warranty is fully transferable and is only applicable to products installed in owner-occupied, single-family homes within the United States and Canada, subject to the stated conditions and limitations. For warranties available in other countries please contact NuView at the address or phone number below. By purchasing, installing, or using any of NuView's products you are acknowledging that this warranty is part of the terms of sale.

NON GLASS MATERIALS AND WORKMANSHIP:

NuView warrants to the Original Purchaser (homeowner) that all of NuView's products will be free from defects in parts and workmanship that significantly impair the operation and function under normal use and service for twenty (20) years from the date of sale. If such products are defective in workmanship or materials before that time, NuView will pay the costs of all defective parts excluding labour. The homeowner must pay for all shipping requirements of any components to and from NuView. If repair is not commercially practical or cannot timely be made, then NuView or its authorized retailer will, at its sole option, either replace any defective products or refund the original purchase price.

INSULATED GLASS:

The insulated glass portion of the window is warranted not to "fail" for a period of twenty (20) years from the date of sale. A "failed" unit is one that develops a significant obstruction of vision resulting from moisture formation or dust collection between the glass surfaces caused by failure of the seal. Small marks, scratches and spots do not exceed company standards or federal government specifications DD-G-451D or ASTNM C1036 for a "failed" unit and do not make the insulated glass unit defective. If NuView is given notice of a defect in materials or workmanship occurring within twenty (20) years from the date of sale, NuView or its authorized retailer will, at its sole option repair or replace the defective part or product, excluding labor costs or refund the original price. The homeowner must pay for all shipping requirements of any components to and from NuView. Units with colonial bars are warranted for ten (10) years. All other glass features are provided with the same warranties, limitations, and exclusions NuView receives from its supplier; contact NuView for further details.

MOISTURE MANAGEMENT:

Products 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 Warranty. Condensation on the glass surface is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold or mildew. In no event shall NuView be liable for any damages, resulting from condensation, mold, mildew, frost or fungus. If you become aware of persistent condensation on your windows, you should take immediate remedial action to prevent water, mold and/or mildew damage to your property and health.

SLIDE 'N' HIDE™ SCREENS AND BLINDS:

NuView warrants that all screen and blind hardware will be free from defects in parts and workmanship that significantly impairs the operation and function under normal use and service for twenty (20) years from the date of sale. If such products are defective, in parts of workmanship, NuView will pay the costs of all defective

parts or components. The homeowner will be responsible for labour costs associated with having the part replaced and for all shipping costs to and from NuView. Wear and tear of the screens and blinds is not covered by the warranty. Screens and blinds are not designed to and will not prevent falls. A minimum cost of one-hundred and twenty-five (\$125.00) dollars will be charged to have a screen or blind rescreened. That minimum charge does not include shipping to and from NuView which the homeowner must pay for.

COLOR:

NuView warrants that paint finishes will not crack or peel and shall be free of manufacturing defects in material or workmanship for a period of twenty (10) years from the date of sale. If such a coating is defective, NuView will replace the coating free of charge, but will not be responsible for the labour associated with removing or replacing a product with a defective coating or for the labour of applying the coating itself. The homeowner must pay for all shipping requirements of any components to and from NuView. Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which causes any fading, staining, or dirt. The severity of these conditions depends on air quality, geographic location and other local conditions.

TRANSFER OF WARRANTY:

This warranty is transferable 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 ten (10) years after the date of the transfer or to the conclusion of the original warranty, whichever comes first. NuView must receive written notice of the transfer of title to such property within thirty (30) days of the date of transfer of ownership, and a certified cheque in the amount of \$100.00 to cover handling costs. Failure to timely furnish such notice and payment to NuView will result in the immediate termination of the warranty coverage.

REPAIR PROCEDURE:

This warranty is limited to NuView, at its option, repairing and/or replacing defective parts (color matching not guaranteed) in lieu of repair or replacement.

PRODUCT CHANGES:

NuView reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and NuView determines to make a replacement, NuView shall have the right to substitute such part or component designated by NuView to be of equal quality and price. NuView, in its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the window product (excluding installation).

COMMERCIAL APPLICATIONS:

If NuView products are installed in non-owner multi-family occupied dwellings or used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to one (1) year.

EXCLUSIONS, INSTALLATION, AND ACTS OF GOD:

Damage, defects, or problems resulting from causes outside NuView's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

- Failure due to improper installation, use or maintenance,
- Failure due to non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square
- Failure due to after-sale product modifications or 3rd party window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Units improperly assembled and/or improperly mulled by others

- Water infiltration other than a result of a defect in manufacturing, materials or workmanship
- Glass (stress cracks) or metal damage caused by others (e.g. brick wash, sanding or improper washing, extreme weather, chemicals, or airborne pollutants such as salt or acid rain)
- Loss of functionality of hardware in highly corrosive environments, which includes any home located within 3.0 miles of a seacoast and or any home located in the State of Hawaii.
- Installation or use near pools, saunas, hot tubs, or other high-humidity environments
- Misuse, abuse, modification, alteration, accident, or negligence
- Shifting or settling of the structure in which the product is installed
- Extreme weather events, extreme or unusual atmospheric conditions
- Normal wear and tear; normal discoloration or fading of finishes
- Glass imperfections which do not affect structural integrity
- Delivery damage by companies other than NuView
- Tarnish, corrosion or discoloration of hardware finishes.
- Special glazing (contact us concerning the limited warranty for special glazing)
- Caulking is a maintenance responsibility of the homeowner after installation and is not covered under the warranty
- Painting or staining of repaired or replaced product, component, trim or other 3rd party carpentry work that may be required
- War, insurrection, civil unrest, terrorism, or other Acts of God

CERTIFICATIONS AND RATINGS:

Performance of individual products may vary and change over time, depending upon the conditions of use. Certifications and ratings are not performance warranties. Ratings include those conducted by the NFRC, AAMA, and other third party certifying agents.

SUITABILITY:

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any NuView product, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. NuView will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. NuView does not warrant the achievement of any specific performance standard set by a third party certification of a building or project by the use of a NuView product.

ENTIRE AGREEMENT:

This warranty sets forth the maximum liability of all of NuView's products and is the only warranty, written or orally expressed or implied that is provided by NuView. No retailer, distributor, employee, or agent of NuView, nor any third party can assume any responsibility, liability, or obligation on behalf of NuView. This limited warranty and all terms contained herein constitutes the entire agreement between NuView and the Buyer.

The Buyer's sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be those remedies specified above.

Any implied warranty which cannot be disclaimed under law will be limited to the shortest term and will not exceed this limited warranty. Any product or component not specifically subject to this limited warranty is provided as is and without warranty. This limited warranty gives you specific legal rights and you may also have other rights, which may vary from state to state or province to province. In no event will NuView be liable for consequential or incidental damages. In no event will NuView's liability exceed the price paid for the affected product or component. NuView is not responsible or liable for special incidental or consequential damages. Some states and provinces do not allow the exclusion or limitation of special, incidental or consequential damages, so the foregoing exclusion and limitation may not apply to you. This warranty requires that NuView, or their representatives, be granted access to non-conforming product(s).

WARRANTY CLAIMS:

All warranty claims must be made within sixty (60) days of the appearance of the defect. To make a warranty claim, contact your local NuView retailer or distributor and inform them of the problem (you must provide them with the factory number). If you do not know the name of your local retailer or distributor, check www.nuviewwindows.com to locate the one nearest you. If, after five days, your dealer or distributor has not responded please call us directly at the number listed below.

CLAIM PROCEDURE:

Claims made under this limited warranty can be made in writing, over the phone, or via e-mail at the contact information below. Claims to NuView must include the following information:

1. Claimant's name, address, and phone number
2. The NuView serial number located at the bottom of the warranty
3. A description of the product issues (photos if applicable)

NuView or its local retailer may charge a fee for on-site product inspections.

NUVIEW CONTACT INFO:

CANADA

75 Rowntree Dairy Road,
Woodbridge, ON,
L4L 6C8

USA

865 Sandhill Ave.
Carson, California,
90746

PHONE TORONTO:

905-265-8589

PHONE FROM ANYWHERE TOLL FREE:

1-877-7-NuView
(1-877-768-8439)

WWW.NUVIEWWINDOWS.COM

