

# **Limited Commercial Warranty**

Vector Windows ("Vector"), hereby offers a warranty (the "Warranty") pursuant to the specific terms and provisions in this Warranty Document below.

### Warranty

Warranty. Pursuant to the terms, provisions, and limitations set forth in this warranty document, Vector hereby guarantees to the original commercial purchaser ("Original Purchaser") of Products (as defined below) that Vector will repair or replace any such Products that are defective in materials or workmanship and will pay the costs of all parts related to such repair or replacement. Whether Products are to be repaired or replaced will be determined by Vector, in its sole discretion. If repair is not commercially practical or cannot timely be made, then Vector will replace any defective Products with replacement Products. Additionally, Vector, at its sole discretion, reserves the option to refund the purchase price for the Products rather than to repair or replace the Products. Vector reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Vector will have the right to substitute current Products and components of equal quality and as similar in appearance as possible.

#### **Covered Products**

For purposes of this warranty document, "Products" mean any of the following: Vector windows or doors installed in a commercial building (a "Building") by the contractor as new construction or replacement in an existing commercial building.

#### Persons and Times Covered.

The Warranty starts on the date of delivery of the products (the "Start Date") and remains effective according to the schedule of coverage listed in the table below. Additionally, if the Original Purchaser sells the Building, the Warranty will be automatically transferred to the new owner(s) of the Building and any subsequent owners, but will remain subject to the schedule of coverage listed in the table below. The Start Date will not change upon an ownership change of the Building. The Warranty shall only be enforceable during the Warranty time periods described in this paragraph, and the chart below.

Coverage	Coverage Period
Insulated Glass Unit (Seal Failure)	10 years
Vinyl Frame & Sash	20 years
Hardware	2 years
Product Related Labor (Excludes any installation or removal costs)	1 Year

Exterior laminates applied by Vector to vinyl surfaces are considered part of the vinyl frame and sash and coverage includes cracking, peeling, or non-uniform fading discoloration. This coverage does not extend to discoloration or surface damage, caused by an environmental factor or the use of natural or chemical solvents causing such damage.

#### **Exceptions For Screens**

Notwithstanding anything in this warranty document to the contrary, the Warranty will cease and end on the one (1) year anniversary of the Start Date for the following components of the Products: window screen frames, window screen mesh, door screen frames, and door screen mesh.

## **Exclusions From Coverage**

Notwithstanding anything in this warranty document to the contrary: (a) the Warranty does not cover damage or defects relating to misuse, abuse, damage resulting from acid wash, the use of applied tints or films, alterations including but not limited to customer-applied finishes, modifications of the Product or components, such as field mulls, normal wear and tear, broken glass, natural weathering of exterior finishes, acts of God (for example, fire, hurricane, tornadoes, storms, etc.), building settling, structural failures of walls or foundations, improper installation, improper storage, improper handling, or failure to properly care for and maintain the Products; and (b) normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by the Warranty; and (c) for Products with argon gas-filled insulating glass, the gradual dissipation of inert gas that occurs naturally over time is not a defect and is not covered by the Warranty. (d) Extension jambs. (e) Insulated glass with blinds between the glass in not covered under this warranty. (f) Painted products applied by Vector are limited to a 15-year warranty on exterior paint only and are subject to normal wear and fading.

## Glass Breakage & Stress Cracks

As referenced above, the Warranty does not extend to glass breakage, with the exception of Stress Cracks as determined by a Vector representative. Stress Cracks are covered for a period of 1 year.

# No Other Warranties & Exclusive Remedy

The Warranty and the liabilities and obligations thereto are in lieu of all other warranties, liabilities, and obligations, including all warranties of merchantability, of fitness for a particular purpose or otherwise, expressed or implied, in fact or by law. The Warranty states Vector's entire and exclusive liability and the exclusive remedy of the Original Purchaser and any subsequent owner of the Home for any claim in connection with the Products.

## Limitations

In no event will Vector be liable for any direct, indirect, special, incidental or consequential damages whatsoever, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory; and Vector's liability, under no circumstances, will exceed the purchase price for the defective Products under Warranty.