

# Endure™ Lifetime Limited Warranty

ProVia Door, Inc., hereinafter “ProVia”, warrants to the original consumer purchaser, that under normal use this product will be free from defects in material and workmanship for as long as the purchaser owns and lives in the single family residence, hereinafter “Home”, in which the product was installed. The details of the warranty are as follows:

## **BASIC WINDOW OR PATIO DOOR UNIT - LIFETIME TRANSFERABLE**

The rigid vinyl in the window or patio door is warranted against chipping, cracking, peeling, pitting, or blistering, for as long as you own and live in the Home in which the product was originally installed. This warranty is transferable to one subsequent purchaser.

## **INTERIOR PAINT/STAIN FINISH - 10 YEAR**

ProVia further warrants the factory-applied paint or stain finish on the interior wood components against flaking, checking, blistering or peeling and defects in material and workmanship for a period of ten (10) years from date of installation. Damage to the paint or stain finish caused by condensation and normal wear are not covered.

## **HARDWARE - LIFETIME**

ProVia further warrants the moving parts, such as balances on double-hung windows and locking mechanisms in all units, for as long as the original purchaser owns and lives in the Home in which the product was originally installed, if those parts are not free from defects in material and workmanship under conditions of normal use and wear.

## **PATIO DOOR HANDLES LIFETIME / 1 YEAR**

ProVia further warrants all patio door handles with a Bright Brass, Satin Nickel, Aged Bronze or Flat Bronze finish against tarnishing for as long as you own and live in the Home in which the product was installed.

Patio door handles with a White, Beige, Sandstone or Antique Brass finish are warranted against tarnishing for a period of (1) year from date of installation.

## **INSULATED GLASS UTILIZING SUPER SPACER® - LIFETIME**

ProVia further warrants the insulated glass units utilizing Super Spacer in its vinyl windows or patio doors against defects resulting in material obstruction of vision as the result of film formation between the interior glass surfaces caused by failure of the air-tight seal, for as long as the original purchaser owns and lives in the Home in which the product was originally installed. Small spots, marks, lint, and scratches not exceeding applicable glass manufacturing specifications imposed by Federal Specification 1036-90 will not constitute defects under this warranty.

## **GLASS BREAKAGE - LIFETIME**

ProVia further warrants the insulated glass units utilizing Super Spacer in its vinyl windows or patio doors against breakage as follows: (1) If the glass in a properly registered and warranty covered unit breaks as the result of a manufacturing defect; (2) In the event of an accident in the Home that is not covered by insurance or is of an amount that is within the insurance policy deductible, ProVia will replace the glass free of charge, for as long as the original purchaser owns and lives in the Home in which it was originally installed.

## **INTERNAL BLINDS - 10 YEAR**

Internal blind units are warranted against seal failure and defects in material and workmanship for a period of ten (10) years from date of installation.

## **SCREENS - LIFETIME**

Further, ProVia will replace under conditions of normal use, for as long as the original purchaser owns and lives in the Home in which the product was originally installed, the fiberglass, aluminum or stainless steel screening if it is not free from rotting, staining, or rusting.

## **TRANSFERABLE WARRANTY**

The Warranty on the basic window or patio door unit is transferable by the original purchaser to one subsequent purchaser for purchaser's personal residence provided ProVia receives the Warranty Transfer Certificate within thirty (30) days after the date of transfer of ownership, and provided such notice is accompanied by a check or money order in the amount of \$50.00 per home.

## **NON-RESIDENTIAL**

Where the structure in which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type recognized by law, a church, a school, a governmental or public authority, the time periods stated in this warranty shall be limited as follows: Basic Window or Patio Door Unit – 5 Year (non-transferable); Hardware – 1 Year; Insulated Glass – 10 Year (glass breakage not included); Internal Blinds – 5 Year; Screens – 5 Year; and Finishes – 1 Year.

## **WARRANTY CONDITIONS**

No warranty herein covers natural weathering or fading of surfaces, torn screening, non-factory applied finishes (e.g. customer applied tints, films or paint finishes), damages resulting from customer applied tints, films or paint finishes, damages resulting from improper installation, abuse, negligence, abnormal or unreasonable use (including failure to provide reasonable and

necessary maintenance), damage resulting from fire or lightning, windstorms, earthquakes, wind-borne objects, strain applied to the unit by movement of the building, inadequate provision for expansion or contraction of framing members, installation in ships or vehicles, installation outside the Continental United States, seal failure, if the seal has been subject to immersion in water, acts of God, or other causes beyond the control of ProVia except as expressly warranted, whether similar or dissimilar to the foregoing.

Condensation on units may occur as the natural result of humidity within the house or building area. This natural result may come from changes in interior or exterior temperatures and does not indicate a defect in the unit. This warranty does not cover condensation, nor frost or freezing from condensation on the unit.

On some installations, caulking is used to seal the frames or trim packages against water or air penetration. Caulking is not considered a part of the window or door, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the purchaser.

The procedure for obtaining performance of the obligations of this warranty is as follows: if you believe your unit to be defective, contact the contractor for inspection. If the contractor determines the unit or parts thereof to be defective, the manufacturer at its exclusive option will repair, provide a new product or part of a product after having determined that it does not conform to the limited warranties contained herein. The manufacturer reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, the manufacturer shall have the right to substitute a product that is of equal quality or value. The manufacturer will ship the replacement product or part to the nearest authorized dealer and the purchaser must pay for any and all labor necessary to install such product or part and for the transportation from the nearest authorized dealer to his/her residence.

Any claim must be accompanied by a copy of the Warranty certificate and a copy of the contract evidencing purchase of the ProVia products.

PROVIA SHALL NOT BE LIABLE TO PURCHASER FOR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGES OR LOSS TO OTHER PROPERTY OR EQUIPMENT, LOSS OF USE, OR CLAIMS OF SERVICE INTERRUPTION, FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTIES ON ITS PRODUCT.

PURCHASER'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF DEFECTIVE FINISH, COMPONENTS, OR PARTS, ALL AS PROVIDED HEREIN. IN ANY EVENT, THE LIABILITY OF PROVIA WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION OR TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY WINDOW, PATIO DOOR, COMPONENT OR PART COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE WINDOW, PATIO DOOR, PART OR COMPONENT ON WHICH SUCH LIABILITY IS BASED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to purchaser.

THIS WRITING CONTAINS THE ENTIRE AGREEMENT BETWEEN PROVIA AND PURCHASER. DEALERS, CONTRACTORS, APPLICATORS, OR DISTRIBUTORS OF PROVIA PRODUCTS HAVE NO AUTHORITY TO GIVE WARRANTIES ON PROVIA'S BEHALF THAT ARE DIFFERENT FROM OR EXCEED THOSE LISTED HEREIN. PURCHASER SHOULD THEREFORE EXAMINE THIS LIMITED WARRANTY CAREFULLY.

ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE TERMS HEREOF.

Some states do not allow limitations on how long an implied warranty lasts; so the above limitations may not apply to purchaser.

This Lifetime Limited Warranty extends only to the windows and/or patio doors which were originally installed in your Home or other structure as recorded on the warranty certificate and shall not be valid or enforceable if you cannot prove that the windows and/or patio doors were so installed. It will help us if you will fill out the Certificate of Registration setting out the date and address of the Home or structure which you had the windows and/or patio doors installed if you experience any warranty problems.

**Important Note: Failure to return the Certificate of Registration will not affect your rights under the warranty if you can show the date of purchase and the location the windows and/or patio doors were installed in a reasonable way. (Your receipt of purchase and the receipt from the contractor who made the installation in your Home showing the address is one such way. Please keep them in a safe place.)**

This warranty gives purchaser specific legal rights and he or she may also have other rights which vary from state to state.