

Warranty Limitations

This Warranty is the exclusive remedy and shall operate in lieu of all other remedies, warranties, or guaranties, expressed or implied, irrespective of the negligence of the Earthwise Manufacturer or The Earthwise Group, LLC.

Limitation of Remedies: In no event shall the Earthwise Manufacturer or The Earthwise Group, LLC be liable for any personal injury, lost profits, loss of use, punitive, incidental or consequential damages, regardless of the nature of the claim and whether or not occasioned by the negligence of the Earthwise Manufacturer or The Earthwise Group, LLC. In no event shall the liability of the Earthwise Manufacturer or The Earthwise Group, LLC exceed the Manufacturer's selling price of the affected Earthwise product.

Disclaimer of Other Warranties: This Warranty is the only warranty provided by The Earthwise Group, LLC. All other warranties, express or implied—including any warranty with respect to fitness, merchantability, or otherwise arising from the course of dealings or usage of trade or advertising—are disclaimed or excluded.

Where these limitations on warranties are prohibited or otherwise altered by applicable law, this Warranty is disclaimed or limited to the fullest extent of the applicable law.

Alteration

This warranty shall not be extended, altered or varied except by written instrument signed by an officer of The Earthwise Group, LLC. This warranty contains all of the terms, conditions, agreements, exclusions, and obligations arising hereunder. Any actions or inactions of The Earthwise Group, LLC and/or of any Earthwise Manufacturer and/or of any Authorized Earthwise dealer/installer shall not create any new warranties or extend the terms of this warranty.

Definitions

A "covered manufacturing defect" as used in this Warranty shall mean an imperfection or shortcoming which is the direct cause of substantial impairment to the essential operation and/or safety of the product.

Important notes

Earthwise windows and doors are manufactured, tested and rated in accordance with the procedures established by the American Architectural Manufacturer's Association ("AAMA") and the National Fenestration Rating Council ("NFRC") which measure product performance in a laboratory setting or via computer simulation. Earthwise manufacturers produce their products for sale using the same methods and materials used to produce test window specimens. However, given the variances inherent in all manufacturing processes, as well as the potential effects of product storage, shipping and handling, the actual performance of a window or door unit may vary from the results achieved during AAMA and/or NFRC testing. Variances of this type do not constitute defects and are not covered under this warranty. Non-standard sizes and certain configurations of mulled products may not be rated or supported by AAMA and/or NFRC testing.

The screens that are supplied with Earthwise windows and doors are designed only to provide ventilation and to inhibit the entry of insects into the home. They are not designed to support the weight of people or pets leaning against them, and will detach from the window frame if sufficient force is applied. They are not designed or warranted to prevent falls or provide security of any kind.



www.earthwisewindows.com



earthwise™
WINDOWS & DOORS

***earthwise limited lifetime
manufacturer's warranty***

Thank You...



for choosing Earthwise windows and doors! We appreciate the confidence that you have placed in our organization and our products. Earthwise windows and doors are designed to provide a lifetime of dependable service, while also making your home quieter, more beautiful, and more energy-efficient. You can rest assured that you have made "The Wise Choice".

The Earthwise Group, LLC

Your Earthwise windows and doors were manufactured by a Member of the Earthwise Group, LLC; a national network of independently-owned window and door manufacturers who work together to provide you with the best window and door products available today. Our regional manufacturing philosophy allows us to benefit from the shared experience of making the same products, but with subtle differences that are designed to allow our products to provide optimum performance and value in the specific geographic regions where they will be installed. For example, the insulated glass package that we use in the hot climates of Texas and Florida is different than the one we use in the cold climates of Minnesota and New England. No other window and door manufacturer can offer this type of regionally-specific performance and value!

Our Promise to You

Simply stated, and subject to the terms and conditions set forth below, the original Earthwise manufacturer ("Manufacturer") warrants that each of its Earthwise windows and doors will be free from covered manufacturing defects for the lifetime of the original retail purchaser ("Purchaser"), for as long as the Purchaser owns and resides in the single-family residence in which the Earthwise products were originally installed.

This warranty is applicable to all Earthwise window and door products produced by an authorized Earthwise manufacturer on or after January 1, 2014.

The Manufacturer of the Earthwise products covered under this warranty is:

PVC Industries Inc.
107 Pierce Road
Clifton Park, NY 12065
1-800-390-9921
pvcindustries.com



Scope of Limited Lifetime Warranty

Subject to the terms, limitations and conditions contained herein, the Manufacturer warrants its vinyl window and door products to perform in-service without substantial impairment of operation when properly installed and maintained in a suitable application.

- Vinyl Extrusions – Shall not warp, rot, pit, or peel.
- Hardware – Shall operate properly and perform those functions for which it was originally designed.
- Sealed Insulated Glass Units – Shall remain free of permanent film formation between the panes of glass that directly and substantially obstructs the transparency of the glass unit.

Unless transferred in the manner set out below, this warranty shall be for the sole benefit of the original Purchaser of the Earthwise window or door product for as long as the original Purchaser owns and resides in the single-family residence (residential home, townhome or condominium unit) in which the Earthwise product is installed.

How to Request Assistance

All obligations of the Manufacturer under this Warranty are contingent upon the Manufacturer being provided proper notice by the original Purchaser covered by the warranty and a reasonable opportunity for the Manufacturer to perform.

Notice should be provided directly to the Authorized Earthwise dealer/installer from whom the Earthwise product was acquired, and must include: (1) your name and contact information; (2) proof of purchase of the Earthwise product; (3) a description of the Earthwise product; (4) proof of coverage by this Warranty; and (5) a description of the nature of the problem.

In the event that notice cannot be provided to the original Authorized Earthwise dealer/installer from whom the Earthwise product was acquired, you may notify the original Earthwise Manufacturer in writing at the address shown to the left.

In the event that notice cannot be provided to the original Earthwise Manufacturer, you may notify The Earthwise Group, LLC in writing at:

THE EARTHWISE GROUP, LLC
5796 Cedarview Court,
Liberty Township, Ohio 45044

or, you may contact us via e-mail at
<http://www.earthwisewindows.com/contact-us/>



How the Manufacturer Will Respond

An Authorized Manufacturer's Representative will acknowledge receipt of your claim, investigate and take appropriate action. Upon request, you must allow for an inspection of the Earthwise product as installed. Failure to allow for an inspection will void this warranty.

If the Manufacturer determines, in its sole discretion, that the Earthwise product does not have a defect that is covered by this warranty, the Manufacturer retains the right to charge a reasonable fee for its inspection.

If the Manufacturer, in its sole discretion, determines the Earthwise product has a defect that is covered by this warranty, the Manufacturer will offer, at no cost to the Purchaser, replacement components necessary to repair the product defect, or if necessary, replace the product.

If the original Earthwise Manufacturer is unable to provide warranty service, replacement components or products may be supplied by a subsequent Earthwise Manufacturer. In that event, the subsequent Earthwise Manufacturer may charge a nominal fee for those components or products.

Replacement parts or products may not provide exact aesthetic matches to the originals. The Manufacturer does not warrant or guarantee the availability of exact aesthetic matches for replacement parts or products.

Transferability

In the event that the original Purchaser sells the property in which the Earthwise product is installed, this warranty is transferable from the original Purchaser to the first subsequent owner only under the following terms: (1) written notification must be provided to the original Manufacturer of the transfer of the property in which the Earthwise product is installed; (2) the notification shall include the name and contact information of the original Purchaser, the name and contact information of the transferee, the address of the residence in which the Earthwise products are installed, and the date of transfer of property ownership; and (3) receipt by the original Manufacturer of a \$75.00 transfer fee within 30 days from the transfer of ownership of the property.

In the event that notice cannot be provided to the original Manufacturer, you may notify and provide the transfer fee directly to The Earthwise Group, LLC at:

THE EARTHWISE GROUP, LLC; 5796 Cedarview Court; Liberty Township, Ohio 45044

Upon transfer, the duration of coverage hereunder shall be limited to a maximum period of 10 years from the date the Earthwise product was manufactured.

Warranty Exclusions

This warranty does not cover any labor costs and/or shipping costs associated with repair, replacement, removal or installation of any Earthwise product covered by this warranty.

This warranty shall only cover Earthwise products that are subject to normal and proper use and maintenance. If the Manufacturer determines, in its sole discretion, that lack of maintenance, misuse, neglect, abuse, abnormal use or improper use caused or contributed to the defect(s) in the Earthwise product, it shall have no obligations under this warranty.

This warranty shall only cover Earthwise products that are properly installed. If the Manufacturer determines, in its sole discretion, that the Earthwise product was not installed in conformance with the recommended installation procedures provided by the Manufacturer, or in conformance with applicable good building practices, it shall have no obligations under this warranty.

This warranty shall only cover Earthwise products that have not been treated or covered with an unapproved chemical or coating. If the Manufacturer determines, in its sole discretion, that the application of unapproved chemicals and/or coatings caused or contributed to the defect(s) in the Earthwise product, it shall have no obligations under this warranty.

This warranty does not cover normal condensation issues. Condensation is a naturally occurring phenomenon resulting from high humidity levels within a structure. It does not indicate a defect in a window, door, or its glass components.

This warranty does not cover any labor and/or materials required for repairing and/or restoring any surfaces adjacent to an Earthwise product that may be repaired or replaced under this warranty.

This warranty does not provide coverage for painted products. A separate warranty for painted products is available from your Earthwise Manufacturer.

This warranty does not provide coverage for impact-rated products. A separate warranty for impact-rated products is available from your Earthwise Manufacturer.

This warranty does not provide coverage for glass breakage, for any reason. An optional glass breakage warranty is available from your Earthwise Manufacturer for an additional fee.

This warranty does not apply to any defects or damage caused by faulty or improper installation, faulty or improper building construction or design, accidents, fires, floods, acts of God (including, but not limited to earthquakes, tornadoes, and hurricanes), explosion, misuse, neglect, abuse, improper storage or handling, glass breakage, vandalism, accidental damage, settlement of the building, pollution, normal weathering or other external forces, including damage due to extreme or unusual weather events or exposure to conditions beyond published performance specifications, damage caused by chemicals (e.g. brick wash) or by alteration or modification to the product (e.g. customer applied tints or films, paint finishes, plumber's putty, improperly installed security systems), condensation or damages as a result of condensation (condensation is not a defect in the product, but a result of excessive humidity), exposure to corrosive contaminants (for example, salt water or chemicals in storm waters) or failure to perform reasonable and necessary maintenance.

The duration of coverage under this warranty is limited to Earthwise products installed in owner occupied single-family residences and specifically excludes, without limitation, commercial and/or rental properties. For commercial and/or rental properties, the duration of coverage hereunder shall be limited to a maximum period of 10 years from the date the Earthwise product was manufactured.

Additionally, the repair or replacement of any product under this warranty shall not extend the balance of the original warranty period or create a new warranty of any kind.