

DURALITE

Serial # 0000

Aluminum Products, Inc.

Limited LIFETIME Warranty

Congratulations on your purchase of windows manufactured by DuraLite Aluminum Products, Inc. (DAP) for installation into your property either during new construction or as a replacement product. DuraLite Aluminum Products, Inc. (DAP) is proud to support these products and will respond to your notice of product issues according to the terms and conditions set forth below.

The DuraLite Promise:

Single Family Home:

For as long as you own and reside in your owner occupied single family home ("Lifetime") DuraLite Aluminum Products, Inc. (DAP) will, upon notice as required herein, either repair or provide replacement components as needed to correct any of the following conditions when directly caused by a defect in the DuraLite (DAP) window product as manufactured:

Frame: Chipping, cracking, peeling, blistering. Factory painted exterior coatings are guaranteed for (10) years under normal conditions from peeling, blistering and significant discoloration. Non-factory applied coatings will void *entire* window warranty.

Insulated Glass Unit (IGU): Impairment of vision caused by dust or condensation between the interior surfaces of the insulated glass unit due to seal failure.

Hardware & Parts: Component failure, under normal usage and application.

Insect Screens: Frame Rust or Mesh Size. DAP will replace any window screen frame and mesh that is defective in workmanship for a period of one (1) year after date of manufacture.

(punctures or tears are not warranted beyond the opportunity to inspect at initial receipt of product)

Commercial, Rental, or Multi-family Property:

For a period of ten (10) years from date of DAP window product sale, DAP will upon notice from the property owner as required herein, either repair or provide replacement components as needed to correct any of the above conditions when directly caused by a defect in the DAP window product as manufactured. This shall apply to all DAP windows installed in properties other than owner-occupied single family homes.

Series #450 Limitation: The warranty coverage on the DAP Series #450 (*basic aluminum-insulated window*) shall be for a maximum of ten (10) years from date of sale.

Application and Transfer: The **Single Family Home** warranty is made, upon registration (*form attached*), solely to the original consumer purchaser who both owns and resides in the single family home at the time DAP windows are installed and continues for such time as both ownership and residence are maintained. In the event of a sale of the home within five (5) years of initial product installation, this warranty is transferable to the first subsequent purchaser free of charge. The **Warranty Transfer Form** document must be received by DAP within (30) days from sale of home. No rights under the warranty may be otherwise transferred or assigned. **The Commercial, Rental, or Multi-family** warranty is made solely to the owner of the property on the date of sale of DAP product and is neither transferable nor subject to assignment.

Limitations on Scope: DAP shall have no obligation to address any condition not directly caused by a defect in its product as manufactured. Excluded conditions include, but are not limited to, those affected by: lack of product maintenance, misuse, mishandling, or damage to the product; extraordinary application of product, improper installation or reinstallation; alterations or modifications including but not limited to, the application of films, security systems or window treatments; sudden change of barometric pressure, aging, fading or weathering; inert gas fill percentages or retention, conditions which exceed product capacity, natural disaster related damage such as but not limited to: fire, lightning, hurricanes or tornadoes; building settlement, construction defects; slight curvature of glass, glass deflection due to temperature or barometric pressure, glass imperfections allowable under ASTM C1036 or C1048, and any other element outside of DAP control.

DAP may discontinue or change any product without notice. Replacement components provided by DAP will contain the kind and color of glass available at the time the replacement is made. Substitutions may be provided for discontinued parts (*color may vary*). The choice of replacement or repair shall be at the sole discretion of DAP.

V-10.1

LIMITED LIFETIME WARRANTY REGISTRATION FORM

Serial # 0000

(This form to be fully completed and mailed to us within 30 days after installation)

Property Owner / Address Installed

Name of Dealer _____

Installer _____

Date of Installation _____

Window Type: (check one) Vinyl Aluminum

Series # _____ Qty. _____ Color _____

Mail to : DuraLite Aluminum Products, Inc.
1121 Cameron Street
Lafayette, LA 70501

Signature of Owner: _____

V-10.1

Notice and DuraLite Response: Owner must individually provide written notice under this warranty to: DuraLite Aluminum Products, Inc., 1121 Cameron Street, Lafayette, LA 70501 or to the DAP dealer through whom the purchase was made. Each of Owner's names, property identification, proof of status as Owner, a description of the product and a description of the issue must be included. DAP SHALL HAVE NO OBLIGATION WHATSOEVER WITHOUT PROPER NOTICE FROM OWNER AND AN OPPORTUNITY TO RESPOND. Upon proper notice, DAP shall be afforded the opportunity to inspect or take other action necessary to formulate a response. Owner agrees to pay a fee for the costs of an inspection which reveals that no action is called for under this warranty. If action is required, DAP shall have the sole discretion to either provide replacement components (*color matching not guaranteed*) or perform a component repair. In no event shall DAP be liable for the costs of repair not provided by DAP or any associated shipping costs.

Additional Terms and Conditions: Any decorative or specialty insulated glass unit not manufactured by DAP and installed within a DAP manufactured window is warranted for one (1) year from original sale.

The formation of condensation anywhere other than the interior surfaces of the sealed insulated glass unit is the result of relative humidity and is not a product defect or impairment.

Any alteration of this warranty must be in writing and signed by an executive officer of DAP. No dealer or DAP representative shall have authority to alter in any way this warranty. Owner agrees that no action or inaction of DAP shall constitute a waiver.

In the event DAP performs a repair it shall be responsible for only labor required to repair the affected component and no other cost. A repair or replacement by DAP shall not create a warranty but rather this warranty shall continue according to its terms.

Important Owner Information:

EXCLUSIVE REMEDY: THIS WARRANTY IS THE EXCLUSIVE OWNER REMEDY. IT SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES WARRANTIES OR CLAIMS IRRESPECTIVE OF SOURCE AND DAP NEGLIGENCE.

LIMITATION OF REMEDIES: IN NO EVENT SHALL DAP BE LIABLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE, CONSEQUENTIAL OR INDIRECT DAMAGE OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL DAP BE LIABLE FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE AFFECTED COMPONENT.

ADDITIONAL DISCLAIMER: THIS IS THE SOLE WARRANTY FOR DAP PRODUCTS. ALL OTHER WARRANTIES, INCLUDING OF MERCHANT ABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED AND EXCLUDED, COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the full extent of the law. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

OWNER AGREES THAT ANY OBLIGATION OF DAP WITH RESPECT TO ITS PRODUCTS IS CONTINGENT UPON NOTICE AS DEFINED HEREIN AND A DAP OPPORTUNITY TO RESPOND.

Product Ratings: DAP products are often designed and tested in accordance with required standard procedures established by industry associations such as the American Architectural Manufacturer's Association (AAMA) and the National Fenestration Rating Council (NFRC). These measure performance of sample products in a laboratory-type setting. To pursue consistency DAP manufactures its products for sale utilizing the same methods and materials as in fabrication of a product for testing. All product components and manufacturing processes, however, involve an inherent range of tolerance. These and other factors can result in some variance among individual product performance.