Aluminum Storm Doors Lifetime Limited Transferable Warranty

 $Pro Via\ Door, Inc., herein after\ ``Pro Via", warrants\ to\ the\ original\ consumer\ purchaser, that\ under\ normal$ 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 DOOR OR WINDOW - LIFETIME TRANSFERABLE

ProVia will replace under conditions of normal use, for as long as you own and live in the Home in which the product was originally installed, the "electrostatic" baked enamel paint finish if it is not free from flaking, checking, blistering, or peeling. This warranty is transferable to one subsequent purchaser.

INVENT™ RETRACTABLE SCREEN SYSTEM - LIFETIME

The InVentTM Retractable Screen System on the SpectrumTM Storm Doors is warranted against mechanical defects for as long as you own and live in the Home in which the product was installed.

SCREENS - LIFETIME / 15 YEAR

ProVia further warrants under conditions of normal use, the stainless steel DuraGuard screen against rotting, rusting, or separation for as long as you own and live in the Home in which the product was installed. Further, ProVia will replace under conditions of normal use, for a period of fifteen (15) years from the date of installation, the fiberglass or aluminum screening if it is not free from rotting, staining, or rusting

GLASS - LIFETIME

Storm Doors & Storm Windows

ProVia further warrants the glass units of its Aluminum Storm Doors and Storm Windows 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.

STORM DOOR HANDLES / MAIL & MAGAZINE SLOTS - LIFETIME / 1 YEAR

ProVia further warrants all storm door handles, mail slots and magazine slots with a Bright Brass, Bright Brass Look, Satin Nickel or Aged Bronze finish against tarnishing for as long as you own and live in the Home in which the product was installed and against mechanical defects for a period of (1) year from date of installation.

HARDWARE - 1 YEAR

ProVia further warrants to purchaser that it will replace, for a period of one (1) year from the date of installation, all other parts (including hardware) which are not the above-specified components if those parts are not free from defects in material and workmanship under conditions of normal use and wear. Tarnishing and fading are considered to be the products of normal use and wear. As a result, they are not covered under this warranty.

TRANSFERABLE WARRANTY

The Warranty on the basic window or storm 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 APPLICATIONS

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 Door or Window – 5 Year (non-transferable); Storm Door Handles – 5 Year affinish/90 Day mechanical; Screens - 5 Year; and Insulated Glass - 10 Year (glass breakage not included).

COASTAL APPLICATIONS

For products that are installed in a Coastal region the time periods stated in this warranty shall be limited as follows: InVent Screens – 5 Year; and Storm Door Handles & Mail/Magazine Slots with a Bright Brass, Brass Look, Satin Nickel or Aged Bronze finish – 5 Year Finish.

Definition of Coastal Regions: For information and maps of Coastal regions please go to www.proviadoor.com/coastalwarranty.

WARRANTY CONDITIONS

No warranty herein covers 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.

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.

For the first three (3) years after the date of installation, ProVia will offer to the original purchaser a credit toward installation of twenty-five dollars (\$25) for any aluminum storm door unit which ProVia determines to be defective in materials or workmanship pursuant to the terms and conditions of this warranty. It will be the responsibility of the original owner to make arrangements for installation with

The warranty on the replacement finish, components, or parts, will be limited to the balance of the time remaining on the warranty of the original finish, components, or parts as the case may be.

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 $P_{TO}V_{10}$ 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 STORM DOOR, STORM WINDOW, REPLACEMENT WINDOW, COMPONENT OR PART COVERED BY OR FURNISHED UNDERTHIS CONTRACT WHETHER IN CONTRACT, INTORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE STORM DOOR, STORM WINDOW, REPLACEMENT WINDOW, 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 Transferable Warranty extends only to the original ProVia storm doors, storm windows and/or replacement windows 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 storm doors, storm windows and/or replacement windows 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 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 storm doors, storm windows and/or replacement windows 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

12/07/11 - Ver. 1.0

