

Residential Transferable Limited
Lifetime Warranty For Vinyl Products
CRYSTAL WINDOW & DOOR SYSTEMS, LTD.

1. Subject to the terms and conditions stated herein, Crystal Window & Door Systems, Ltd. ("Crystal") warrants to the original purchaser ("Purchaser") that under normal conditions and usage, Crystal's vinyl window and door products ("Products") shall be free from defects in material and workmanship as follows:

- I. **Insulated Glass Warranty-** Crystal hereby warrants that its factory installed insulated glass units (I.G.U.) shall be free from material obstruction of vision on the internal surfaces based upon hermetic seal failures **for a period of 20 years**. For the first year of the warranty, Crystal hereby warrants that its factory installed insulated glass will be free from stress cracks.
- II. **Vinyl Structure Warranty-** Crystal hereby warrants that its extruded vinyl window and door sashes and frames shall be free from cracking, peeling, flaking, blistering, rooting, or corrosion throughout the duration of the Purchaser's ownership of the property in which said products are installed.
- III. **Mechanical Parts Warranty-** Crystal hereby warrants that its locks, keepers, pivots, tilt latches, shoes, balances, hinges, crank handles, and other miscellaneous mechanical parts will be free from all manufacturing defects throughout the duration of the original purchaser's ownership of the property in which said products are installed.
- IV. **Applied Paint Finishes Warranty-** Crystal hereby warrants its painted two-tone vinyl window and door finishes against peeling or blistering from/on the applied surface and significant ultraviolet discoloration for a period of five (5) years from the date of purchase. From the second to fifth year, Crystal's sole obligation shall be to provide 'touch-up' paint for any claims regarding painted two-tone vinyl window and door finishes.

2. Commencement of the Warranty

The warranty period begins on the date indicated upon the original purchaser's proof of purchase. The original purchaser's sales receipt, contract, or invoice relating to the Crystal Products are all valid forms of the proof of purchase.

3. Warranty Coverage

This warranty applies exclusively to Crystal Products that are factory installed in the original purchaser's residence. The original purchaser may transfer this warranty to a subsequent homeowner upon compliance with the warranty transfer procedures set forth herein.

4. Making a Warranty Claim

A warranty holder may make a warranty claim by contacting either a local area Crystal dealer, or Crystal directly at:

Crystal Window & Door Systems, Ltd.
31-10 Whitestone Expressway
Flushing, New York 11354
Warranty Claim Dept.: 800.472.9988

5. Crystal's most recent warranty claim form is available at www.crystalwindows.com. All warranty claims must include the following information: a) The Claimant's name, address, and telephone number; b) a description of the nature of the claim; c) A valid proof of purchase with Crystal Order Number and a copy of this warranty; and, d) The identity of the Crystal salesperson, dealer, distributor, or contractor who installed the Crystal Products relating to the warranty claims. Claimant's inability to provide the foregoing information may result in a denial of a warranty claim, at Crystal's sole discretion. All claims must be made no more than thirty (30) days following the discovery of the defect or other basis of a claim covered by this warranty. Claims made after this time period will be excluded from warranty coverage. Crystal reserves the right to perform a field inspection of any Products upon which a warranty claim is made. In the event of a field inspection mileage charges based upon the location of the field inspection may apply. Labor is only covered for the first year of warranty.

6. Upon Crystal's determination that a warranted Product does not conform with the express warranties specified herein, the warranty holder's sole and exclusive remedy is that Crystal, at its sole option and discretion, will either repair, provide a replacement product or parts for the defective materials, or a return a pro-rated portion of the original sales price paid to Crystal. It is specifically understood and agreed that Crystal's liability under this warranty, whether in contract, or in tort, shall not exceed a pro-rated portion of the original purchase price paid by the original purchaser. Under no circumstances will Crystal be liable for special, indirect, or consequential damages. The price paid by the original purchaser for the Product(s) is a consideration in limiting Crystal's liability herein.

7. Crystal shall provide the warranty holder all parts and products required to replace warranted Products which do not conform with the express warranties specified herein. Crystal shall not be responsible to provide labor to replace the warranted Products. Crystal reserves the right to modify or discontinue any of its Product lines at any time and current designs may be substituted for originals and the suitability of any substitution is in Crystal's sole discretion. All exchanged parts or original defective parts become

the property of Crystal. The warranty holder must provide Crystal with safe and reasonable access to the Crystal Products being replaced or serviced pursuant to this warranty. Shipping and delivery charges may apply to any warranty claim at Crystal's sole discretion.

8. Transferring Crystal's limited warranty

The original purchaser may transfer this warranty to a subsequent homeowner of the property in which the warranted Crystal Products are installed. To transfer Crystal's limited warranty the original purchaser and the new home owner must complete a transfer certificate and send it, together with a \$35.00 registration fee, to Crystal Windows within thirty (30) days after the sale of the property. Transfer certificates are available on Crystal's website at www.crystalwindows.com. Under no circumstances shall a transfer of Crystal's warranty extend the warranty period. A transferred warranty will remain applicable to the same time period as warranted to the original purchaser.

9. Exclusions

Crystal's limited warranty does not cover defects caused by accident; earthquakes; hurricanes; tornadoes; acts of god; acts of war; rioting; improper installation; improper maintenance; vandalism; abuse or misuse of the products; application of film to glass surface; slight variation or variations in glass color; glass breakage; glass scratches as defined in ASTM standard specifications for flat glass C1036-85; damage caused by objects or airborne pollutants (such as acid rain or salt) to hardware finishes, normal wear and tear of hardware, screen breakage, installation of Products near high humidity areas (pools, saunas, hot tubs, etc.), fading or color changes due to normal aging, weathering, or excessive sun exposure, subjection to undue stresses caused by the building settlement and/or movement; modification to the products; exposure to harsh chemicals such as brick wash and abrasive cleaners, sealants, tapes or other corrosive building materials; installation and use of the Products outside of the usage parameters; the use of parts not manufactured, supplied, or sold by Crystal; or installation of Crystal Products into structures that do not allow appropriate water/moisture drainage. Crystal's limited warranty does not cover products that incorporate non-standard materials, parts, or components installed by Crystal agents pursuant to the original purchaser's request. Any device, accessory, or mechanical part not installed at Crystal's factory or added to a Crystal Product may void Crystal's limited warranty. Crystal's limited warranty does not cover Crystal Products that exceed the Products maximum AAMA tested dimensions. Crystal's limited warranty on insulated glass shall only apply to glass which is factory insulated by Crystal. Crystal does not warrant the quality of glass which is insulated by third parties, but factory installed by Crystal. Crystal's limited warranty does not include stress cracks to glass. Condensation or frost on exposed surfaces is not a defect but may be the result of excessive humidity within the house and a difference between the interior and exterior temperatures and is not covered under this warranty. This warranty only applies to Crystal Products that are installed in a single family detached dwelling. Certain Crystal Products may contain expanded polystyrene foam. While reasonable efforts are made to ensure that Crystal Products containing expanded polystyrene are filled to their proper capacity, Crystal makes no such guarantee as to the expanded polystyrene filled volume of any Product. Crystal Products may contain inert gas that is intended to improve the thermal quality of the Product. However, the best manufacturing methods cannot guarantee that the initial fill rate of inert gas will be maintained during the Products' lifetime and Crystal makes no such guarantee. Crystal does not guarantee the presence of inert gas or any thermal performance related to inert gas. Crystal, under all circumstances, reserves the right to charge the claimant administrative or visiting fees. Crystal shall not provide labor for the replacement of warranted products. Any Labor provided by Crystal shall be charged at Crystal's standard labor rates.

10. Crystal hereby provides no Warranty to any product subjected to inappropriate and/or untimely test measures. Such measures include, but are not limited to, the use of a testing laboratory which is not AAMA accredited, testing of units that exceed the AAMA's maximum test size, inappropriate calibration of testing equipment and/or untimely testing (as described in AAMA's "Voluntary Specifications for Field Testing of Windows & Glass Doors"). All advertised performance ratings are based on individual window tests.

11. EXCLUSIVITY: THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CRYSTAL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS LIMITED WARRANTY. CRYSTAL SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY USE OR PERFORMANCE OF THE PRODUCT(S) OR ARISING OUT OF ANY BREACH OF THIS LIMITED EXPRESS WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RESULTING FROM INCONVENIENCE, LOSS OF TIME OR PROPERTY, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION OF, REINSTALLATION OF PRODUCTS MANUFACTURED BY CRYSTAL. NOR SHALL CRYSTAL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SUCH DAMAGES IN THE EVENT THAT THIS WARRANTY IS NOT APPLICABLE OR APPLIED. IN ANY EVENT CRYSTAL'S LIABILITY OR RESPONSIBILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART(S), OR THE REFUND OF THE ORIGINAL SALES PRICE RECEIVED BY CRYSTAL FOR THE PRODUCT. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CRYSTAL OR A REPRESENTATIVE OF CRYSTAL HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NO CUSTOMER, DEALER, DISTRIBUTOR AND/OR REPRESENTATIVE OF CRYSTAL IS AUTHORIZED TO WAIVE, MODIFY OR EXPAND THIS WARRANTY IN ANY WAY, EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE LIMITATION OF INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

12 This warranty gives you specific legal rights, and you may have other rights, which may vary from state to state. The foregoing warranty applies only to products installed in the United States of America. The foregoing warranty is effective for all products manufactured and/or delivered by Crystal on or after

May 8, 2019. All prior warranties shall be applicable to products manufactured and/or delivered prior to May 8, 2019 and such prior warranties shall be considered null and void as to products manufactured and/or delivered on or after May 8, 2019. © Crystal Window & Door Systems, Ltd. 2023.

