

# Myriad sunrooms

FROM NT WINDOW®

## Limited Lifetime Transferable Parts Warranty

*Effective on Products purchased  
after June 1, 2011*

*Congratulations on your purchase of your new Myriad Sun Room, 3 Season Enclosure, Screen Enclosure, Patio Cover or Car Shield. NT Window, Inc. is proud to warrant the various components used in these product systems and will respond to your notice of product issues according to the terms and conditions set forth below.*

### **The NT Window Promise:**

For as long as you own and reside in your owner-occupied single family home ("Lifetime") NT Window (NTW) will, upon notice as required here-in, either repair or provide replacement components as needed to correct any of the following conditions when directly caused by a defect in the product as manufactured:

**Aluminum Extrusions:** Will be free of defects such as chipping, cracking, peeling and blistering under normal conditions for the life of the original property owner.

**Laminated Roof Panels:** Will be free of defects and that under normal conditions and use will not delaminate for a period of fifteen (15) years subject to the limitations and conditions listed herein.

**Laminated Wall Panels:** Will be free of defects and that under normal conditions and use will not delaminate for a period of fifteen (15) years subject to the limitations and conditions listed herein.

**Windows & Doors:** Will be free of defects including seal failure and that under normal use will not fail and render the products unserviceable subject to the limitations and considerations listed herein, for the life of the original property owner.

**Application and Transfer:** The Single Family Home Warranty is made solely to the original consumer purchaser who both owns and resides in the single family home at the time NTW product systems are installed and continues for such time as both that ownership and residence are maintained. In the event of a sale of the home within five (5) years of initial product installation, this warranty shall transfer to the first subsequent purchaser. No rights under the warranty may be otherwise transferred or assigned.

**Limitations on Scope:** NTW 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; atmosphere conditions, aging, fading or weathering; inert gas fill or retention, conditions which exceed product capacity, Code compliance, specific building requirements, 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 NTW control.

**Notice and NT Window Response:** Owner must individually provide written notice under this warranty to: NT Window, Inc., PO Box 40547, Fort Worth, TX 76140 or to the NTW dealer through whom the purchase was made. Each of the Owner's names, property identification, and proof of status as Owner, a description of the product and description of the issue must be included. NTW SHALL HAVE NO OBLIGATION WHATSOEVER WITHOUT PROPER NOTICE FROM OWNER AND AN OPPORTUNITY TO RESPOND. Upon proper notice, NTW 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, NTW shall have the sole discretion to either provide replacement components (Normal weathering and aging will preclude a perfect color match of replacement materials.) or perform a component repair.

### **Acts Invalidating Warranty:**

This warranty is void if any defect or difficulty with the enclosure results from installation, or sizes manufactured outside our published load and size limitations. Installation not in strict compliance with the NTW installation instructions shall also void the warranty.

This warranty is void if the products covered have been subjected to alteration, misuse or abuse, or if any repairs are attempted by anyone other than an authorized representative of NT Window.

This warranty is void if defects or damages to the covered products are the result of foundation settlement or movement, resulting in distortion or warping, failure of the walls or structure to which the covered products are attached.

This warranty is void if defects or damages to the covered products are the result of any of the following but not limited to: earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, wind-borne objects, ice, hail, or weather of a catastrophic nature, harmful chemicals, salt spray, vandalism, or failure to provide reasonable and necessary maintenance.

This warranty does not cover infestation by insects, rodents or other pests. As with any type of construction, an appropriate pest control program should be instituted and maintained.

**Registration:** This warranty is automatically registered with NT Window and requires no further registration processes by the homeowner.

**Remedies:** If, after inspection by a NT Window representative it is determined that said defect is covered by the warranty, NTW shall have one hundred twenty (90) days to deliver to you a refund, repair, or new products to remedy the defective product as follows:

1. During the first (2) years after installation, NTW has the option to repair, refinish, or replace the defective product at no cost to you.
2. From the second (3) year through the fifteenth (15) year NTW has the option to repair, refinish, or replace defective product, but you will be responsible for the labor and product shipping charges; and
3. From the sixteenth (16) year through the life of the warranty, NTW will refund you 50% of the original wholesale cost of the defective item.

NT Window shall not be liable for any shipping, labor, removal, or installation costs to remedy the defective products following the second year of the warranty period.

**Additional Notices & Limitations:** NTW reserves the right to discontinue and make changes in any of its products. In the event that products covered by this warranty are no longer available, NTW shall have the right to substitute products that in NTW discretion are of comparable grade, quality, or price.

This limited warranty only applies to products erected within the continental United States and Canada.

Condensation on glass panels and non-thermally broken aluminum is a natural result of humidity within the home and/or change in the interior and exterior temperatures, and does not indicate a defect and is not covered by this warranty.

NT Window is providing this limited warranty under the provisions of the Manguson-Moss Federal Warranty Act; NTW can not and shall not be liable to you for breach of any other written or oral express warranties, such as those, if any, given by sales representatives, dealers, contractors, or installers of NTW Products. This instrument covers any and all warranted agreements, express or implied, between NTW and the original retail purchaser of the NTW products. No other person is authorized to offer any other warranty, or assume any other liabilities on behalf of NT Window.

A repair or replacement by NTW shall not create a warranty but rather this warranty shall continue according to its terms.

**Product Ratings:** NTW 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 (NRFC). These measure performance of sample products in a laboratory-type setting. To pursue consistency NTW manufacturers 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.

**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 NTW NEGLIGENCE.

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

**ADDITIONAL DISCLAIMER:** THIS IS THE SOLE WARRANTY FOR NTW WINDOW 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 NTW WITH RESPECT TO ITS PRODUCTS IS CONTINGENT UPON NOTICE AS DEFINED HEREIN AND AN NTW OPPORTUNITY TO RESPOND.