



Aluminum and Vinyl Window
Limited Warranty
Residential & Commercial
New Construction and Replacement
Effective April 1, 2010

Congratulations on your purchase of windows manufactured by NT Window for installation into your property either during new construction or as replacement product. NT Window, Inc. 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 NT Window Promise:

Single Family Home:

For as long as you own and reside in your owner-occupied single family home (“**Lifetime**”) NT Window (NTW) 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 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: Impairment of vision caused by dust or condensation within the glass unit due to seal failure.

Hardware & Parts: Breakage, under normal usage and application.

Insect Screens*: Frame Rust or Mesh Size. NTW will replace any window screen frame and mesh that is defective in workmanship for a period of one (1) year after date of manufacture; however, punctures or tears are not warranted beyond the opportunity to inspect at initial receipt.

**CAUTION: Insect screens are not designed as a safety restraint.*

Commercial and Multi-Family: For a period of ten (10) years from date of product sale, NT Window 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 product as manufactured. This shall apply to all products installed in properties other than owner-occupied single family homes.

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 windows 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. The **Commercial and Multi-Family Warranty** is made solely to the owner of the property on the date of installation of NTW products and is neither transferable nor subject to assignment.

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; atmospheric 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.

NTW may discontinue or change any product without notice. NTW may provide substitutes for discontinued parts or components. The choice of replacement or repair shall be in the discretion of NTW. In the event NTW 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 NTW shall not create a warranty but rather this warranty shall continue according to its terms.

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 Owner's names, property identification, proof of status as Owner, a description of the product and a 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 (color matching not guaranteed) or perform a component repair.

In no event shall NTW be liable for the costs of repair not provided by NTW or any shipping costs.

Additional Terms and Conditions: Any decorative glass and insulated glass unit not included within a NTW manufactured window or door is warranted only for one (1) year from original sale.

The formation of condensation anywhere other than the interior of the 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 NTW. No dealer or NTW representative shall have authority to alter in any way this warranty. Owner agrees that no action or inaction of NTW shall constitute a waiver.

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 NTW NEGLIGENCE.

LIMITATION OF REMEDIES: IN NO EVENT SHALL NTW BE LIABLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE, CONSEQUENTIAL 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.

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 (NFRC). These measure performance of sample products in a laboratory-type setting. To pursue consistency NTW 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.