

## **WINDOW LIMITED WARRANTY**

### ***One (1) YEAR***

Window Technology, Inc. ("WinTech") warrants to the initial retail purchaser (and not to any other purchaser, user, or owner) of any product provided by WinTech (including any related work performed by WinTech, a "Product") that such Product conforms to the purchase order, drawings and specifications given to WinTech, including, if applicable, as interpreted by details either given by WinTech to the purchaser and/or approved by purchaser's architect. WinTech further warrants that any such conforming Product will be free from defects in quality and workmanship which materially impair the usefulness of such Product; provided that any warranty set forth in this document will not be breached by reasonable variances and tolerances that do not materially impair the usefulness of a Product.

The limited warranty for a Product set forth in this document shall begin upon full payment to WinTech of all costs related to the purchase of such Product and shall expire one (1) year after WinTech delivers such Product to the initial retail purchaser.

THE LIMITED WARRANTY SET FORTH IN THIS DOCUMENT IS THE EXCLUSIVE WARRANTY MADE BY WINTECH WITH REGARD TO ANY PRODUCT AND WINTECH NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, INCLUDING AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER.

Any warranty made by WinTech shall be void and of no effect, and WinTech disclaims and shall not be responsible in any way for any damage arising in connection there from, if any Product is: (a) improperly installed (unless WinTech performed such installation); (b) damaged or otherwise altered by the action or inaction of any party other than WinTech; or (c) used and/or handled in any way inconsistent with WinTech's instructions regarding such Product (including maintenance instructions). WinTech shall not be liable for back charges or for

any work performed or products placed by anyone other than WinTech in connection with the installed Products covered by the limited warranty set forth in this document, except as authorized in a signed writing by an officer of WinTech. All items manufactured by any party other than WinTech are expressly excluded from the limited warranty set forth in this document.

If a Product fails to conform to the limited warranty set forth in this document, WinTech will, at its option and after an inspection by WinTech (or its designee), repair or replace such Product. Such election by WinTech will be the sole remedy for any failure to conform to the limited warranty set forth in this document and WinTech will not be responsible for any other expense, including labor or replacement costs of any kind. The liability of WinTech relating to any Product shall be limited to the actual amount paid by the initial retail purchaser for such Product, and neither WinTech nor any of its directors, officers or employees shall be liable for any indirect, consequential, special, exemplary or punitive damages, cost of lost goods, or lost profits or revenues of any nature whatsoever.

## **INSULATING GLASS UNIT LIMITED WARRANTY**

### ***FIVE (5) YEAR***

Window Technology, Inc. ("WinTech") warrants to the initial retail purchaser (and not to any other purchaser, user, or owner) of any sealed lite insulating glass unit manufactured and sold by WinTech (each, a "Unit") that such Unit will be free from material obstruction of vision as a result of dust or film formation on the internal glass surfaces of such Unit caused by failure of such Unit's hermetic seal due to faulty manufacturing of such Unit by WinTech.

The limited warranty for a Unit set forth in this document shall begin upon full payment to WinTech of all costs related to the purchase of such Unit and shall expire five (5) years after the date that such Unit was manufactured. If WinTech elects to supply another Unit as described below, the limited warranty set forth in this document for such replacement Unit will expire upon termination of the original five (5) year period.

THE LIMITED WARRANTY SET FORTH IN THIS DOCUMENT IS THE EXCLUSIVE WARRANTY MADE BY WINTECH WITH REGARD TO ANY UNIT AND WINTECH NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES REGARDING ANY UNIT, INCLUDING AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER.

Any warranty made by WinTech shall be void and of no effect, and WinTech disclaims and shall not be responsible in any way for any damage arising in connection therefrom, if any Unit is: (a) improperly installed (unless WinTech performed such installation); (b) installed in a building that has been improperly designed or constructed; (c) installed in a high-moisture environment (e.g., near a swimming pool or greenhouse); (d) installed in a high-vibration environment; or (e) handled improperly or handled in any way inconsistent with WinTech's instructions regarding such Unit. In addition, WinTech shall not be responsible for any glass breakage or improper glass usage with regard to any Unit, including due to thermal shock, damage due to shipping, or any other reason.

If a Unit fails to conform to the limited warranty set forth in this document, WinTech will, at its option, provide a replacement Unit to the initial retail purchaser of a Unit (FOB such purchaser's job site) or refund the original purchase price of the nonconforming Unit to the initial retail purchaser. Such election by WinTech will be the sole remedy for any failure to conform to the limited warranty set forth in this document and WinTech will not be responsible for any other expense, including labor or replacement costs of any kind. The liability of WinTech relating to any Unit shall be limited to the actual amount paid by the initial retail purchaser for such Unit, and neither WinTech nor any of its directors, officers or employees shall be liable for any indirect, consequential, special, exemplary or punitive damages, cost of lost goods, or lost profits or revenues of any nature whatsoever.