



LLC LIMITED 10 YEAR WARRANTY

Terms and Conditions

TM Windows warrants to the original purchaser that all of its products shall be free from defects in material or workmanship for the periods specified below. This warranty applies to the products under normal use, subject to the conditions herein, and as determined by TM Windows in its sole discretion. This warranty does not cover damages attributed to improper installation, inadequate maintenance, improper product use, after market product modification, normal weathering, highly corrosive environments, damages caused by fire, accident, flood, acts of God, vandalism, building settlement or structure failures, or other occurrences, beyond TM Windows control. TM Windows makes no representation, warranty or guaranty, express or implied, as to the performance of its product in a tropical storm or hurricane. TM Windows products were tested in accordance with Miami-Dade County Code requirements. Certain conditions may exist during a tropical storm, hurricane or tornado that exceed these requirements.

TM Windows responsibility under this warranty is limited to repair, replacement or refund as determined by TM Windows in its sole discretion and does not include removal, installation, repair or replacement of trim, stucco, or other finishes. Decisions as whether to repair, replace or refund will be made by TM Windows in its sole discretion. Replacement parts provided will be the closest equivalent product available. The warranty will not be extended by supplying replacement parts.

Glass

Breakage- TM Windows warrants against stress cracks in glass for a period of one (1) year from delivery (removal from and installation excluded). Other imperfections such as scratches or reflected distortions from a tempering or heat strengthening process, are to be expected and are not covered under this warranty.

Laminated Glass-TM Windows warrants that for a period of five (5) years from delivery under normal conditions of use, that the products shall be free of defects resulting in material edge separation or obstruction of vision from delamination (removal from window or door and installation into window or door excluded). For Soft Low E coatings in contact with PVB interlayer the warranty period is one (1) year. Edge deletion is to be expected on Soft Low E coatings and it is not covered under this warranty.

Insulated Glass-TM Windows warrants that the sealed glass component of insulated glass shall be free of defects resulting in material obstruction of vision or film formation caused by dust or moisture on the internal surface of a sealed unit for a period of ten (10) years following delivery (removal from and installation excluded).

Finish

Standard ESP paint finishes - TM Windows warrants that for a period of three (3) years following delivery that the paint will not blister or peel. For products installed within three (3) miles of bodies of Salt Water the warranty period is one (1) year.

Optional Duranar® paint finishes- TM Windows warrants that for a period of ten (10) years following delivery that the paint finish will not blister or peel. TM Windows' Paint Finishes warranties described herein do not cover scratches, weathering or products that are not properly maintained as provided by the warranty.

Anodized Finish TM Windows warrants the class 1 clear anodized finish against cracking, crazing, flaking or blistering for three (3) years from date of delivery. Note that it is typical for anodized finishes to have color variation and dye processing marks that occur during manufacturing. These are not considered defects or covered under the warranty. Maintenance of clear anodized finishes must follow TM Windows maintenance procedures.

Vinyl - TM Windows warrants that vinyl extrusions will not chip, peel, blister, rot or corrode for a period of twenty (20) years. TM Windows does not warrant against uniform fading or color change due to normal weather conditions, as normal weathering will cause any surface to gradually fade or darken.

Screens TM Windows warrants that its screens will be free of material defects for a period of three (3) years from delivery.

Hardware For products originally installed in a single family residence, TM Windows warrants that for a period of ten (10) years following delivery that the mechanical operation of hardware components will be free from material defect (installation excluded). For products originally installed in non-single family residential applications, TM Windows warrants that for a period of three (3) years following delivery that the mechanical operation of hardware components will be free from material defect. TM Windows does not warrant against discoloration, pitting or any other issues related with the finish of the hardware.

Structural Integrity of windows and Doors The aluminum vent, panel, and framing members shall be free from defects in material or workmanship and maintain their structural integrity and form for a period of ten (10) years.

Residential Intruder Protection TM Windows warrants that for a period of ten (10) years following delivery, that TM Windows will reimburse the original single family residential homeowner for property loss arising out of burglary due to entry through a locked pane of glass which has been smashed or broken by a burglar up to a maximum of the owner's deductible (not to exceed \$1,000). In order to file a claim, within 30 days of the burglary customer must provide TM Windows proof of purchase, a copy of the police report, a copy of the loss claim notice to the insurance company for the burglary and two pictures of the broken window or door which shows the logo of the glass manufacturer.

Registration of Warranty Coverage This warranty applies to the original purchaser of TM Windows products in the home or structure where originally installed and only within the continental United States. The owner must register through TM Windows within 90 days of installation. Registration must be completed on the warranty Registration Card provided and mailed to TM Windows.

Supplemental Warranty Language - EXPORT The standard TM Windows warranty will apply with the following exceptions:

All warranty coverage of 10 (ten) years are hereby reduced to 5 (five) years. TM Windows will provide replacement parts or refunds on its sole discretion, but will not be responsible for doing on-site inspections or warranty repairs. Coverage for stress cracks is excluded outside the Continental U.S. Residential Intruder protection is not available outside the U.S. IMPORTANT, ALL PRODUCTS MUST BE PROPERLY PROTECTED DURING INSTALLATION, INSTALLED BY TRAINED TM WINDOWS INSTALLERS AND MAINTAINED AND CLEANED IN ACCORDANCE WITH THE WARRANTY.

Where to Make a Claim Any claim for defect under this warranty should be submitted, in writing, in 90 days of discovery of the defect, to the dealer where the products were purchased. If you cannot locate the dealer, claims should be submitted to TM Windows Customer service at 954-781-4430 or toll free at 888-728-7707.

General Provisions THERE ARE NO OTHER WARRANTIES EXCEPT AS STATED HEREIN, ANY WARRANTIES OF MECHANICABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF WARRANTY COVERAGE OF THESE EXPRESS WRITTEN WARRANTIES. TM WINDOWS IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OR INJURY TO PERSONS OR PROPERTY. Certain states do not allow limitations on the duration on limited incidental or consequential damages therefore these limitations may not apply to you.