



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

What is covered.

This limited warranty covers the vinyl window and door products ("Products") of Crystal Window & Door Systems, Ltd. ("Crystal") that are sold or manufactured on or after the effective date noted herein, subject to the terms and conditions contained below. This warranty only applies to Crystal Products that are installed in a single family detached dwelling unit ("house").

Who is covered.

If you comply with the registration requirements, this warranty will cover you as the purchaser of Crystal Products for as long as you own and live in the house where Crystal Products are installed. New owners who comply with all transfer requirements will be covered by the warranty to the extent described herein. You must register your warranty with us. If you do not return the registration certificate to us, you will not be covered by, nor have the benefits of, Crystal limited warranty.

When does the warranty begin.

Your warranty period begins on the date of purchase, provided you return the registration certificate to us. It is attached to Crystal's limited warranty. The date of your sale's receipt, or contract, or invoice, is your proof of purchase. You must keep your proof of purchase.

The transfer of Crystal's limited warranty.

You have registered with us. You then sell your house. At the time of sale, you give the new owner Crystal's limited warranty and your proof of purchase. The new owner, in addition to living in the house, must complete the transfer certificate and send it to us. Provided you have complied with the transfer requirements, the new owner can enjoy the benefits of Crystal's limited warranty upon registering a transfer certificate with us. Even if you comply with Crystal's three transfer requirements (possession of proof of purchase, filed registration certificate, and lived in the house), if the new owner does not live in the house or file the transfer certificate, then Crystal's limited warranty cannot be transferred. If the transfer certificate is not attached to Crystal's limited warranty, then either you or the new owner are to contact us within thirty (30) days after the house transfer, and we will send you a transfer certificate, if Crystal's limited warranty is still in force and effect. There is a \$35.00 registration fee for the transfer. If Crystal's limited warranty is successfully transferred, then Crystal's limited warranty only covers the Basic Structure of the Products for ten (10) years from the date of transfer.

How long is Crystal limited warranty.

The various components of Crystal products are warranted for different time periods. The warranty period begins on date of purchase and expires at the end of a specific time period. The components and time periods are stated below.

BASIC STRUCTURE: All extruded vinyl window and door sashes and main frames are warranted against cracking, peeling, flaking, blistering, or corroding during the original purchaser's ownership of the property in which installed. Fading or color changes due to normal aging or weathering are not covered by this warranty.

INSULATED GLASS: Factory installed insulated glass units are warranted against hermetic seal failures and stress cracks during the original purchaser's ownership of the property in which installed according to the following cost-sharing, pro-rated schedule:

- 0 – 20, years: 100% of the cost to Crystal and 0% to the Original Purchaser.
- 21+, years: 50% of the cost to Crystal and 50% to the Original Purchaser.

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

ALL MECHANICAL PARTS: Locks, keepers, pivots, tilt latches, shoes, balances, hinges, crank handles and other miscellaneous mechanical parts are warranted during the original purchaser's ownership of the property in which installed.

CRYSTAL APPLIED PAINT FINISHES: All painted two-tone vinyl window and door finishes are warranted 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 and Crystal's only obligation, from year two to five, is to provide 'touch-up' paint for any claims regarding painted two-tone vinyl window and door finishes.

How to make a claim.

To initiate a claim under this warranty, you should contact either the Crystal dealer in your area, or Crystal directly at:

Crystal Window & Door Systems, Ltd.
31-10 Whitestone Expressway
Flushing, New York 11354
Warranty Claim Dept.: 800.472.9988 ext. 3201
service@crystalwindows.com

Please visit www.crystalwindows.com for the most recent warranty request form or include the following information with your claim: a) Your name, address, and telephone number; b) a description of your claim; c) proof of purchase and a copy of this warranty; and d) the name of the Crystal salesperson, dealer or distributor (if known) or contractor who installed or from whom you purchased the product. If you are unable to provide the required information, a fee for an administrative file search and/or a field visit may be assessed by Crystal. ***Crystal reserves the right to have any of its products alleged to be defective field inspected by a Crystal representative.***

Except as otherwise provided, in the event a Crystal Product fails to conform with the express warranties stated above within the warranty time period, your sole and exclusive remedy is that Crystal, at its sole option and discretion, will either, repair or provide replacement product or part for the defective materials or refund the original sales price paid to Crystal. Crystal reserves the right to modify or discontinue any of its Product lines at any time and current designs may be substituted for originals. All exchanged parts or original defective parts become the property of Crystal. During the first year of the warranty period, Crystal will provide the replacement part(s) and labor to install them in all states east of the Mississippi River, the State of Missouri, and the District of Columbia. Crystal will provide the replacement part(s) only in all other areas of the United States of America. In all instances, the cost of removal and reinstallation of the part(s) and/or product(s) is excluded. This cost is to be paid by you. The work site must be safe and permit reasonable access to the Crystal products. You are, and shall be responsible for applicable labor charges after the expiration of the first year of the warranty period, and Crystal's only obligation will be to provide the replacement part(s) for the products warranted hereunder during applicable warranty periods. After expiration of the applicable warranty period, all costs for part(s) and labor shall be your obligation and paid by you. You must also pay for all shipping and delivery charges all of the time.

Exclusions.

Crystal's limited warranty does not cover defects caused by accident, earthquakes, 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, 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), hardware finishes, or screen breakage, modification to the products, operation outside the usage parameters, or the use of parts not manufactured, supplied or sold by Crystal. Crystal's limited warranty does not cover products that incorporate non-standard materials, parts, or components installed pursuant to the original purchaser's request. In addition, any device, accessory, or mechanical part not installed at Crystal factory or added to a Crystal product after it leaves Crystal factory may void Crystal limited warranty. Crystal's limited warranty does not cover Crystal Products that exceed the Products maximum tested dimensions. 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.

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.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. The foregoing warranty applies only to products installed in the United States of America. The foregoing warranty provisions do not and will not apply to products installed outside the United States of America. The foregoing warranty is effective for all products manufactured and/or delivered by Crystal on or after September 15, 2008. All prior warranties shall be applicable to products manufactured and/or delivered prior to September 15, 2008 and such prior warranties shall be considered null and void as to products manufactured and/or delivered on or after September 15, 2008

This Warranty is effective as of September 15, 2008.

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