



WARRANTY

**NORTHEAST BUILDING PRODUCTS CORPORATION
LIMITED PRODUCT WARRANTY**
LIFETIME WARRANTY FOR ORIGINAL CONSUMER PURCHASER
VINYL WINDOWS & DOORS

Thank you for choosing Northeast Building Products Corporation (“NBP”). This Limited Warranty applies to windows and sliding glass doors products manufactured by NBP (“Product”) after January 1, 2018, and extends to the Original Owner, First Subsequent Owner, and Owner of a Commercial Property in which Products are installed. Please read carefully the Dispute Resolution Process that appears in this document after the Limited Warranty.

What is Covered.

Subject to the terms, conditions, limitations, and exclusions described in further detail below, NBP warrants its Products to be free from the following defects in manufacturing, materials, and workmanship under normal use: (1) chipping, cracking, peeling or blistering of the vinyl frame; (2) material obstruction of vision through the Insulated Glass Unit (“IGU”) due to dust, moisture or film within the IGU in compliance with ASTM C1036 and (3) other non-specified Product components and screen defects resulting in a significant impairment of operation or usage.

What We Will Do.

Upon proper Notice of a claim made within the Coverage Period, NBP will provide Product replacement parts necessary for repair of a covered warranty issue that results in a significant impairment of operation or usage. NBP will provide replacement parts only. If original parts are not available, NBP, at its sole discretion, will provide the closest equivalent part available. If the provision of parts is not commercially practical or cannot be timely made, NBP, in its sole discretion, may refund the price (prorated if applicable) of the affected part in full satisfaction of its obligation under this Warranty. NBP is not responsible for labor or delivery costs incurred in repairing or replacing Products, or any incidental or consequential damages that may arise out of a claim for breach of this warranty.

Coverage Periods.

Different Warranty periods apply to this warranty. Please read this document closely including the **Coverage Limitations**, which alter the coverage periods.

The Warranty coverage periods listed below begin on the date of delivery by NBP. “Delivery by NBP” means the moment at which the Product leaves NBP’s sole custody and control and is delivered to the Original Owner or Commercial Owner, or their agent, representative, builder, installer, or subcontractor, and includes delivery to a customer location or jobsite by NBP or by NBP-designated carrier as well as pick-up of the Product at a NBP facility or shared NBP/customer distribution center.

Original Owner: LIFETIME during full-time residency of the original consumer purchaser of Product installed into a single-family residence. The Original Owner is the first residential end-user consumer of the Product installed into an owner-occupied single-family residence.

First Subsequent Owner: 10 YEARS from the date of original Product delivery by NBP, provided that a validated Warranty has been transferred to the First Subsequent Owner. The First Subsequent Owner is the first subsequent homeowner of a single-family owner-occupied residence. After 10 years from the date of original Product delivery, this Warranty is PRORATED to the First Subsequent Owner. The cost of replacement parts is the responsibility of the First Subsequent Owner and is calculated on a prorated basis by multiplying NBP’s then-current selling price for the part by the percentage of such costs that the first subsequent homeowner is responsible for paying as follows:

<u>Warranty Year</u>	<u>Percentage of Cost First Subsequent Homeowner is Responsible For Paying</u>
Years 11-15	50% of the cost
Years 16-24	75% of the cost
Years 25+	90% of the cost

Commercial Owner: 10 YEARS from the date of Product delivery by NBP. A Commercial Owner is the owner of any structure in which a Product is installed other than an owner-occupied single-family residence (e.g. commercial usage, multi-family construction, rental property, HOA-maintained property, or any structure owned by a business entity, agency, organization, trust or any legal entity capable of infinite life). This commercial Warranty is not transferable.

How to Qualify for Coverage.

The Original Owner or Commercial Owner of any structure must complete the Certificate of Registration provided with the Product order and mail it to NBP at 4280 Aramingo Avenue, Philadelphia, PA 19124 within 30 days of the date of Product delivery in order to validate this Warranty and qualify for its benefits. ►



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The First Subsequent Owner of a residential structure must transfer a validated Warranty to qualify for its benefits. To transfer a validated Warranty, the First Subsequent Owner must complete the Certificate of Transfer and mail it to NBP, along with a \$50 transfer fee, within 30 days of transfer of title of the single-family residence. The Certificate of Registration and Certificate of Transfer are available at <http://www.nbpwindows.com/support/warranties>. The transfer of a validated Warranty is *expressly conditioned* upon the First Subsequent Owner's timely submission of the Certificate of Transfer and transfer fee. PLEASE KEEP A COPY OF YOUR CERTIFICATE OF REGISTRATION OR, IF YOU ARE THE FIRST SUBSEQUENT OWNER, A COPY OF THE ORIGINAL OWNER'S CERTIFICATE OF REGISTRATION AND YOUR CERTIFICATE OF TRANSFER FOR YOUR RECORDS. This is your proof of entitlement to warranty coverage.

BY REGISTERING OR TRANSFERRING THIS WARRANTY, YOU AGREE TO THE DISPUTE RESOLUTION PROCESS BELOW. THE DISPUTE RESOLUTION PROCESS INCLUDES CLASS ACTION AND JURY TRIAL WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.

How to Make a Claim; Notice Required.

Contact the contractor/dealer who installed the Product and request an inspection. If the contractor identifies a covered issue, confirm that the contractor will contact NBP for service. If your contractor is not available, contact NBP directly at Northeast Building Products, 4280 Aramingo Ave, Philadelphia, PA 19124 or services@nbpmail.com. NBP's obligations under this Warranty do not arise until NBP receives proper notice. Warranty claims must be received by NBP in writing during the period of ownership and within the coverage period and must include the owner's proof of purchase, date of homeowner purchase, contractor's name and address, and date the condition was discovered.

Coverage Limitations.

Improper Product Installation. Product installation instructions are available for download at <http://www.wixsys.com/NortheastBP.html>. This Warranty does not cover damages due to improper installation not in accordance with these instructions, ASTM E 2112, AAMA 2400, and local code requirements. This includes removal, painting, repair, adjustment, tampering or reinstallation of Product or components; or undue stress or pressure applied to the Product by adjacent construction or inadequate provision for expansion or contraction of the Product or framing, building settlement, excessive building movement or structural failures of walls or foundations.

Bay/Bow Windows. Structural knee braces and/or NBP cable support systems are required for installation of windows projecting six (6) or more inches beyond the outside wall consistent with installation instructions. Failure to utilize structural knee braces and/or NBP cable support systems where required will void this Warranty. A pent roof/single slope surface is required above all bay/bow installations.

Laminated and Exposed Wood. Products that contain laminated wood components or exposed wood surfaces must be sealed within 10 days of installation in accordance with NBP's installation instructions. If properly sealed, laminated wood surfaces are covered for 3 years from the date of delivery against significant delamination or warping. Wood components and vinyl board perimeter components may require painting to cover natural blemishes, which are not covered under this warranty.

Stress cracks in any glass are covered for 90 days from the date of delivery. Glass breakage is not covered under this warranty.

Glass has inherent characteristics such as distortions, bubbles, discolorations, debris, and scratches. These types of characteristics are expected and excluded from this Warranty if they meet the standard specifications for flat glass ASTM C1036, heat treated flat glass ASTM C 1048, and/or laminated flat glass ASTM C 1172.

WinForce.[®] WinForce Products are available in non-laminated IGU and impact-resistant laminated IGU. WinForce Products are warranted against significant delamination and material obstruction of vision for 10 years from the date of delivery.

Laminated, Coated and Painted Frames. The surface of factory-coated or painted frames are covered for 10 years from the date of delivery against significant cracking, peeling, delaminating, blistering or flaking. This warranty shall be void if the warranted surfaces are improperly cleaned, such as with a power washer or with harmful solvents, if any portion of the Product is repainted or coated in any way, or if any other "aftermarket" products such as window films are applied to NBP Products. ►



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Caulking is sometimes used to seal the frames or trim packages from water and/or air penetration. Caulking is not considered part of the Product and is not covered under this Warranty. Caulking is considered a maintenance responsibility of the homeowner or property owner. Caulking should be inspected seasonally and reapplied, if necessary, for proper maintenance.

OEM (Original Equipment Manufacturer) Blinds and Shades are covered for 10 years from the date of delivery by NBP for the insulated glass component of the Product including material obstruction of vision through the glass and failure of operation of the shade or blind including the external control mechanisms attached to the glass.

Insect screens, whether locking or not, are designed to impede intrusion by insects and are not intended to keep persons or animals in or out. NBP makes no warranty that insect screens will keep persons or animals in or out and shall have no responsibility for any damages or injuries arising or resulting from a failure of insect screens to keep persons or animals in or out.

Product performance. Product performance specifications and testing results are derived from industry standard tests and related mandatory requirements. To maintain consistency, NBP manufactures its Products for sale utilizing the same processes and materials that are used in fabrication of its products for testing. A range of tolerance is inherent in manufacturing processes and some variance may exist among individual product performance values.

Structural Ratings. NBP Products have structural ratings which, if exceeded, can cause Product damage. Inspect your Product after a significant weather event for damage and repair as needed. Damage to Product as the result of exposure to a force exceeding the Product rating is not covered under this Warranty.

IGU Fill. NBP does not warrant specific argon or krypton gas fill or retention levels beyond sample compliance with referenced certification criteria.

Foam enhancement. NBP does not warrant that all frame cavities are filled, and voids may exist in filled cavities.

Repairs. NBP is not responsible for any costs incurred in performing repairs with parts provided under this Warranty including but not limited to costs relating to inspection, shipping, removal, installation or reinstallation of any Product or part, or repair of any damage or incidental damage because of any repair such as labor or materials to paint or stain any repaired or replaced Product, component, trim or other carpentry work that may be required. Inspection, repair or adjustments by NBP, if any, will result in a service charge to be paid in advance. NBP is not responsible for local building code or building requirements, or obtaining permits. Replacement parts may not be an aesthetic match to the original. Where parts are no longer available, NBP, in its sole discretion, will substitute a part of like kind and design. If the provision of parts is not commercially practical or cannot be timely made, NBP, in its sole discretion, may refund the price (prorated if applicable) of the affected part in full satisfaction of its obligation under this Warranty.

READ the entire LIMITED WARRANTY for the conditions and limitation that apply to this information. The Warranty Periods listed below apply to the Original Owner or Commercial Owner, as specified.							LT=Lifetime YR=Years
Product Component	CRUSADER® ELITE CRUSADER®/INSPIRA†	TRUSTGARD™	CAMELOT®*	WINFORCE®	PRO SERIES	SL-2700†	
	Warranty Period: Original Owner/Commercial Owner						
Vinyl	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR
Hardware	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR
Screens	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR	LT/10 YR
Glass	LT/10 YR	LT/10 YR	LT/10 YR	See Below	LT/10 YR	LT/10 YR	LT/10 YR
Stress Cracks in Glass	90 Days	90 Days	90 Days	90 Days	90 Days	90 Days	90 Days
Blinds and Shades Between the Glass	N/A	N/A	10 YR	N/A	N/A	10 YR	10 YR
Laminated Glass	N/A	N/A	N/A	10 YR	N/A	N/A	N/A
Non-Laminated Glass	N/A	N/A	N/A	LT/10 YR	N/A	N/A	N/A
Laminated, Coated and Painted Frames	10 YR	10 YR	10 YR	10 YR	10 YR	10 YR	10 YR
Laminated Wood	3 YR	3 YR	3 YR	3 YR	3 YR	3 YR	3 YR

*Excludes Garden Bay and all architectural shaped windows manufactured by Ventana USA. See Ventana USA warranty for details at <http://www.ventana-usa.com/support>. † Refers to Inspira and SL2700 windows manufactured by NBP and sold exclusively by Power Home Remodeling Group.



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DISCLAIMERS & LIMITATIONS OF REMEDIES. The remedy provided for in this Warranty is the sole and exclusive remedy with respect to NBP Product, whether arising out of contract, tort or otherwise, and in no event shall NBP's liability exceed the original purchase price of the affected Product. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NBP MAKES NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NBP SHALL NOT BE RESPONSIBLE FOR DAMAGES OF ANY KIND, WHETHER CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT, EXEMPLARY OR PUNITIVE.** Some state and federal laws do not allow the disclaimer of implied warranties or exclusion of incidental and consequential damages, so these disclaimers 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. If any specific term of this Warranty is prohibited by an applicable law, it shall be null and void, but the remainder of this Warranty shall remain in full force and effect.

Specific Additional Exclusions.

This warranty excludes Garden Bay and all architectural shaped windows manufactured by Ventana USA. In addition to any other limitations or exclusion in this Warranty, NBP shall have no obligation for product failure, damage or costs caused in whole or part by:

- Condensation, mold or fungus on Products. This condition may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials and does not indicate a manufacturing defect.
- Water infiltration other than as a result of a defect in manufacturing.
- Improper handling or storage, misuse, abuse, vandalism, neglect, lack of or improper maintenance, or natural aging of parts due to friction or the elements.
- Accident, acts of God, fire, flood or atmospheric contaminants; application of heat causing excessive temperature differentials; or anything outside of NBP's control.
- Failure to follow NBP Care and Cleaning Instructions & General Information for upkeep of NBP product or maintenance inadequate for the existing application. This includes improper maintenance, such as use of brick wash, razor blades, sealants, sanding, power washer or other improper washing methods.
- Damage caused by failure to properly seal and protect exposed wood surfaces of the Product against moisture.
- Insects passing through or around the insect screen.
- Exposure to conditions beyond published performance specifications.
- Damage caused by handling or delivery by anyone other than NBP.
- Glass breakage.
- Normal wear and tear.

Additional Notes.

This warranty applies only to Product installed in the United States and for which NBP has been paid in full. This Warranty is not assignable or transferable other than stated herein and may not be altered or modified. No representative, dealer, distributor, agent or employee of NBP has authority to bind NBP to any affirmation, representation or warranty concerning NBP Product, other than stated herein. Performance under this Warranty does not create a new warranty or extend any term of this Warranty. NBP, in its sole discretion, may offer options for warranty satisfaction beyond those provided for in this Warranty, and a failure to enforce a limitation in this Warranty shall not constitute a waiver of enforceability in any other situation. NBP makes no representation and does not intend to convey any representation regarding the useful life or life expectancy of any product.

Dispute Resolution.

If you are dissatisfied with the remedy provided to you under the Warranty or have any other claim against NBP related to your Product, you agree to resolve your claim using the following dispute resolution process, which must be satisfied before you may commence any legal action against NBP. This dispute resolution process will apply to claims of any nature relating to your Product. Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or local laws or regulations, claims based in tort, negligence, or product liability, claims sounding in fraud, marketing or advertising claims, and claims related to the enforceability or effect of any term of the Warranty or this dispute resolution process, including, but not limited to, waivers of class action and jury trials. ►



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Notice of Dispute. To assert a Dispute, you must first provide written notice to Northeast Building Products Corporation, 4280 Aramingo Ave, Philadelphia, PA 19124 containing a description of your Dispute including the Product it relates to and all communications between you and NBP related to the Dispute with the subject line "Warranty Dispute."

NBP's Response. NBP shall have 60 days from receipt of your Notice of Dispute to respond to you in an attempt to resolve your warranty dispute.

No Class Action or Jury Trial. YOU AGREE THAT YOU MAY ASSERT CLAIMS AGAINST NBP ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. YOU AND NBP ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE. Unless both you and NBP agree, no judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Applicable Law and Severability. The terms of this Warranty and Dispute Resolution policy, including, but not limited to, issues related to their enforceability and effect, will be governed by the laws of the State of Pennsylvania without regard to conflict of law principles. If any term of this dispute resolution process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to the issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Forum Selection. After conclusion of the Dispute Resolution process, any remaining dispute between you and NBP arising under or related to this Warranty, including all claims of any nature relating to your Product as identified above, or the Dispute Resolution policy, shall be submitted to the exclusive jurisdiction of the federal and state courts in the State of Pennsylvania.

Opt Out. This Dispute Resolution policy applies to all Disputes whether or not you register your Warranty with NBP. If you would like to Opt Out of this Dispute Resolution policy, you may do so by completing and submitting a written Opt-Out Notice within 30 days of the date of Product delivery, and mail such notice to NBP at 4280 Aramingo Avenue, Philadelphia, PA 19124. The Opt-Out Notice is located on NBP's website at <http://www.nbpwindows.com/opt-out>. Whether or not you opt out of the Dispute Resolution policy, all terms, conditions, limitations, and exclusions of the Warranty set forth above remain in full force and effect.

Visit <http://www.nbpwindows.com> for more information about NBP Products. 