



Serious Materials, Inc.
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10-YEAR COMMERCIAL LIMITED WARRANTY

Serious Materials, Inc. ("SMI") commercial windows and sliding glass doors (hereafter referred to as "Products") are made to the highest standards. When properly installed and maintained, these products are designed to withstand many years of normal use.

SMI guarantees to the original commercial purchaser ("Commercial Purchaser") of SMI Products installed in i) single family developments or multi-family home units that is not owner-occupied or ii) light commercial including but not limited to hotels, schools, government buildings, offices, fraternal or religious use facilities (collectively a "Covered Building") as new construction or as replacements, that SMI will, at SMI's option, either repair or replace any Products that are found to be defective in materials or workmanship during the 10-year warranty period defined below ("Warranty Period") provided that SMI receives prompt notice of such defective materials or workmanship.

Persons Covered and Definition of Warranty Period

This Warranty extends to the Original Commercial Purchaser of SMI Products installed in a Covered Building. The Warranty Period starts on the date of purchase of a covered building as new construction or the date of purchase of SMI's Products that are installed as replacements ("Start Date") and expires ten (10) years after the Start Date.

Exclusions from Coverage

This Warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, broken glass, alterations including but not limited to customer-applied finishes, normal wear and tear including but not limited to natural weathering of exterior finishes, acts of nature (e.g. fire, hurricane, etc.), improper storage, improper handling, or improper installation. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered this Warranty.

Window Frames

This warranty is limited to defects in the window frame material and/or workmanship and specifically excludes the following:

1. Damage caused by improper handling, abuse, vandalism, or other causes beyond SMI's control;
2. Glass breakage or screen cloth tears regardless of cause;

3. Defects or malfunction resulting from improper installation, inappropriate application or lack of maintenance;
4. Damage or malfunction resulting from settlement of the structure;
5. Fading, chalking or accumulations of dirt or stains regardless of cause;
6. Defects or damage resulting from excessive wind, hail, fire, or lighting; intentional acts, accidents, negligence or exposure to caustic chemicals or pollutants;
7. Defects or damage resulting from unauthorized modification of the product;
8. Condensation on any window component which may occur as the natural result of humidity within the building area.

Insulating Glass Unit

This warranty is for failure of the hermetic seal only, and covers the formation of water and/or dust formation on protected surfaces of the glass. The warranty covers SMI products installed in normal conditions and excludes areas with excessive humidity. In cases such as swimming pool enclosures, the warranty against failure of the hermetic seal will be for a period of one (1) year. Glass breakage is not covered. This warranty covers the replacement, only, of the defective Insulating Glass Unit, F.O.B. SMI Plant. Labor costs are not covered.

Hardware

Loss of functionality of hardware (except as provided below for stainless steel hardware**) in highly corrosive environments, which includes any Covered Building located within two (2) miles of salt water and any Covered Building located in the State of Hawaii, is also excluded from coverage. This Warranty does not apply to any products that are installed in a Covered Building that has a non-drainable EIFS or DEGs siding product. This warranty is limited to the repair or replacement of defective materials only and is F.O.B. SMI facility. Labor charges are not included.

Limitations

The foregoing, limited warranties are the only warranties applicable to the stated commercial Products manufactured by SMI and are granted in lieu of any warranties otherwise expressed or implied by law or equity. SMI's liability is limited, solely and exclusively, to repair or replacement, at SMI's option. Under no circumstances will SMI be liable for incidental or consequential charges such as, but not limited to, costs of any purpose, inconvenience, damage or injury to persons or property or any other expense.

SMI reserves the right to discontinue, modify, or re-design any SMI product without notice. Should replacement be required under the terms of this warrant and an exact replacement part is not available, SMI reserves the right to substitute a part or parts at its sole option.

** SMI will replace, at no charge, to the Commercial Purchaser stainless steel hardware that loses functionality in highly corrosive environments within one (1) year after the Start Date.