



SeriousWindows™
SAVES MORE ENERGY THAN ANY OTHER WINDOW. PERIOD.

Warranty information for residential windows

Full Lifetime Warranty For as Long as You Own and Reside in Your Home

Serious Materials, Inc. ("SMI") guarantees to the original consumer purchaser ("original purchaser") of SeriousWindows and doors (hereafter referred to as "SeriousWindows products") installed in a single family home or a multi-family home unit ("home") by the builder as new construction or by the Original purchaser as replacements, that SMI will repair or replace any such SMI Products that are defective in materials or workmanship, and provided further that if repair is not commercially practical or cannot timely be made, then SMI will, at SMI's option, replace any defective SeriousWindows products or refund the purchase price.

Screens

Notwithstanding the above, SMI will replace any Serious Window or door screen frame and mesh that is defective in materials or workmanship at no charge to the original purchaser for a period of only one (1) year after start date.

Proper Care and Maintenance

Please see and carefully follow all care and maintenance instructions for SeriousWindows products that may be made available to you. Failure to do so may limit your coverage under this warranty.

Persons Covered

This warranty extends only to the original purchaser of SeriousWindows products. The warranty starts on the date of purchase of the home as new construction or the installation of SeriousWindows and doors in the home as replacements ("start date") and remains effective as long as the original purchaser owns and resides in the home. In addition, if the original purchaser sells the home before ten (10) years has elapsed after the start date, SMI will automatically extend full coverage under this warranty to the new owner(s) of the home and any subsequent owners, until the tenth (10th) anniversary of the start date upon registration by any such successor owner with SMI by notifying SMI at the address below within thirty days of such sale and the payment of \$50 administrative transfer fee to SMI (the original purchaser and any such transferees being referred to below as the "covered owner").

Claims Process

If you believe the SeriousWindows products or any part thereof are defective in a manner covered by this warranty, you must submit a claim in writing (the "claim") to SMI or the distributor, home improvement dealer or other business that sold you the SeriousWindows products within ninety (90) days after any defect or other basis for the claim is discovered or should have

been discovered. Claims submitted after such deadline shall not be covered by the warranty. Written claims should be directed to the warranty service center, 1250 Elko Drive, Sunnyvale, California 94089. In your written notice of the claim, you must provide a description of the Serious product, purchase price of the Serious product, and the date and location of purchase of the Serious product. In addition, your claim should include a description of the nature of the problem, the date of installation of the SeriousWindows products and reasonable evidence showing that you are covered by the warranty. Upon receipt of the claim by SMI, SMI will review the claim to determine if it is covered by this warranty. Inquiries should be directed to (800) 797-8438. SMI may require you to supply pictures, ship a representative sample, postage/transportation prepaid, or request reasonable access for inspection. If the claim is covered by this warranty, SMI will replace the defective part(s) or complete window unit(s) with new part(s) or new Serious product unit(s) at no charge (except as otherwise provided herein) in accordance with the terms of this warranty. All replacement part(s) or complete window or door unit(s) will be shipped from SMI's manufacturing facility. Postage/transportation charges are the responsibility of the covered owner. Any claims under this warranty are expressly limited, at the option of, to the (1) original cost of the Serious product or (2) the cost of replacing or repairing the defective Serious product or part of the Serious product. The costs covered by this warranty do not include any labor or installation costs. The warranty period shall not be extended by the replacement of any SeriousWindows products but any replacement SeriousWindows products will continue to be covered during the remainder of the original applicable warranty period. SMI reserves the right to change, alter or discontinue any of its products at its sole discretion. If any part, component or complete window or door unit is not available at the time of any claim by the covered owner under this warranty, SMI reserves the right to substitute another product that it determines in its sole discretion is of substantially equal quality or value for the Serious product involved in the warranty request.

Exclusions from Coverage

This warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, alterations including but not limited to customer-applied finishes, normal wear and tear, broken glass, natural weathering of exterior finishes, acts of nature (e.g. fire, hurricane, etc.), building settling, structural failures of walls or foundations or improper installation, storage, or handling or failure to properly care for and maintain the SeriousWindows products. Normal wear, including discoloration, on hardware component finishes is not

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a defect and is not covered by this warranty. Loss of functionality of hardware (except as provided below for stainless steel hardware) in highly corrosive environments, which includes any home located within two miles of salt water and any home located in the state of Hawaii, is also excluded from coverage. This warranty does not apply to any SeriousWindows products that are installed in a home that has a non-drainable EIFS or DEFS siding product.

All windows are made for vertical installation in residential openings. To be covered by the warranty, the SeriousWindows products must be installed in accordance with SMI's recommended installation techniques. This warranty does not cover defects or damage to the SeriousWindows products caused by installation that does not comply with SMI's recommended installation techniques. SMI does not warrant that the SeriousWindows products will comply with any statutes, codes, ordinances, or regulations as ultimately used or installed. Compliance with local building codes, safety codes, and fire codes is the responsibility of the original purchaser. Original purchasers are responsible for routine maintenance, service, and cleaning of the SeriousWindows products.

Field applied caulking is generally used at the time of installation to seal the window frames to the surrounding wood, metal, or masonry jambs to prevent air and water penetration around the replacement window or door unit. Field applied caulking is not part of the window manufacturing process and is not covered by this warranty. This warranty does not cover condensation on the SeriousWindows products. Condensation is the natural result of moisture in the house and changes in temperature and humidity and does not indicate a defective window or door.

SeriousWindows and doors may, as an option, be purchased with unfinished wood interior surfaces that must be finished prior to, or immediately after installation for maximum protection. Unfinished wood surfaces that experience water damage at the jobsite or are left unfinished after installation and become stained or damaged will not be considered as defective in materials or workmanship under the terms of this warranty.

Limitations on Remedies

The limited warranty printed above is the only warranty applicable to the SeriousWindows products. This warranty is limited to the repairing or replacement of defective part or components and does not cover or include any labor costs. SMI will not be responsible for any costs incurred in the removal or reinstallation of the window or door or any part or component of the window or door. In no event will Serious be liable for incidental or consequential damages, whether based on breach

of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

State Remedies

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.