



THERMAL INDUSTRIES, INC.

# LIMITED LIFETIME

*Factory Window & Door Warranty - for Products Featuring Super Peak Performance Glass*

THERMAL INDUSTRIES, INC. warrants to you, the original purchaser of Thermal Industries, Inc. Replacement Windows and/or Sliding Glass Doors, that these products will be free from defects in materials and workmanship under normal use and service, for as long as you own and reside in the home in which the products were installed. Thermal Industries, Inc. expressly disclaims all special, incidental or consequential damages, arising from the use of the products.

**BASIC PRODUCT UNIT- LIFETIME**

The rigid vinyl in the product is warranted against chipping, cracking, peeling, pitting, or blistering, for as long as you own and reside in the home in which the products were installed.

**DREAM<sup>®</sup>WOOD, WOOD LAMINATES TWENTY YEARS**

Dream<sup>®</sup>Wood and Wood Laminates are warranted against chipping, cracking, peeling, pitting, or blistering, for a period of twenty years provided the care instructions are followed.

**MOVING PARTS - LIFETIME**

Moving parts, such as balances that are used on double hung products and locking mechanisms are warranted for as long as you own and reside in the home in which the products were installed.

**FIBERGLASS SCREENS - LIFETIME**

The materials used in manufacturing screens are warranted for as long as you own and reside in the home in which the products were installed. This warranty shall be limited to providing you with new screen material and/or frames or spline for any manufacturing defect in the screen.

**SUPER PEAK PERFORMANCE**

**INSULATING GLASS - LIFETIME, PRORATED**

The triple pane insulating glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the dead air space of the sealed unit, as long as you own and reside in the home in which the products were installed. Should the insulating glass unit fail after year 25 as a result of defects described above, then Thermal Industries, Inc. will charge you 50% of the company's selling price at that time for insulating glass units.

**PROCEDURE**

**BY ACCEPTANCE AND USE OF THE PRODUCTS, EACH ORIGINAL PURCHASER ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED HEREIN ARE SUFFICIENT AND SHALL NOT DEPRIVE SUCH ORIGINAL PURCHASER OF THE VALUE BARGAINED FOR IN THE ORIGINAL PURCHASE. THE PROCEDURE FOR OBTAINING THERMAL INDUSTRIES' PERFORMANCE OF IT'S WARRANTY OBLIGATION IS AS FOLLOWS: IF ANY PART OF THE PRODUCT DESCRIBED ABOVE SHOULD FAIL, FORWARD THAT PART PREPAID TO OUR NEAREST DISTRIBUTION CENTER. YOU CAN FIND THE DISTRIBUTION CENTER NEAREST TO YOU BY CALLING THERMAL INDUSTRIES' CORPORATE HEADQUARTERS AT THE PHONE NUMBER SET FORTH BELOW. IF UPON INSPECTION OF THIS PART IT IS DETERMINED IT FAILED BECAUSE OF A MANUFACTURING DEFECT, A NEW REPLACEMENT PART WILL BE FORWARDED TO YOU AT NO CHARGE. REPLACEMENT PARTS FURNISHED MAY VARY SOMEWHAT IN APPEARANCE DUE TO POSSIBLE DESIGN MODIFICATIONS. THERMAL INDUSTRIES RESERVES THE RIGHT TO DISCONTINUE OR CHANGE ANY PRODUCT**

**IT MANUFACTURES. IF THE PART OR COMPONENT OF THE PRODUCT ORIGINALLY INSTALLED IS NOT AVAILABLE AND THERMAL INDUSTRIES DETERMINES TO MAKE REPLACEMENT, THERMAL INDUSTRIES SHALL HAVE THE RIGHT TO SUBSTITUTE SUCH PART OR COMPONENT DESIGNATED BY THERMAL INDUSTRIES TO BE OF EQUAL QUALITY AND PRICE. SOME PARTS OF A WINDOW/DOOR, SUCH AS INSULATING GLASS OR STRUCTURAL VINYL MEMBERS, ARE IMPRACTICAL TO SHIP TO OUR DISTRIBUTION CENTER FOR INSPECTION. THEREFORE, TO OBTAIN SATISFACTION OF WARRANTY CLAIMS FOR THOSE PRODUCTS, VISUAL INSPECTION WILL BE MADE BY A REPRESENTATIVE OF THERMAL INDUSTRIES, INC. IF SUCH INSPECTION SUBSTANTIATES THAT THE MATERIAL HAS FAILED AND IS COVERED UNDER THE WARRANTY, A REPLACEMENT PART WILL BE SHIPPED TO THE DESIGNATED DISTRIBUTION CENTER CLOSEST TO YOU AT NO EXTRA CHARGE, EXCEPT FOR THE FREIGHT INVOLVED. IT IS YOUR OBLIGATION TO PICK UP THE PART AT THE DESIGNATED DISTRIBUTION CENTER. NEITHER THERMAL INDUSTRIES, INC. NOR ITS DISTRIBUTORS, UNLESS INDICATED OTHERWISE BY THEM IN WRITING, WILL BE LIABLE FOR ANY LABOR INVOLVED IN REPLACING ANY PARTS DESCRIBED IN THIS WARRANTY. THIS LIMITED LIFETIME WARRANTY IS EXTENDED TO THE ORIGINAL PURCHASER AND, IF APPLICABLE, TO ANY SUBSEQUENT PURCHASE RE CONSISTENT WITH THE WARRANTY TRANSFER PROVISION SET FORTH BELOW. IN LIEU OF REPAIR OR REPLACEMENT, THERMAL INDUSTRIES, INC., IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUND THE AMOUNT PAID BY THE PURCHASER FOR THE WINDOW PRODUCT (EXCLUDING INSTALLATION COST). IN NO EVENT SHALL THERMAL INDUSTRIES, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY DELAYS IN THE PERFORMANCE OF THIS WARRANTY DUE TO CIRCUMSTANCES BEYOND ITS CONTROL.**

**WARRANTY TRANSFER**

This warranty may only be transferred one time by the original purchaser in connection with a transfer of the property in which the windows and/or doors were originally installed. No other transfer of this Limited Lifetime Warranty is permitted. If this Limited Lifetime Warranty is transferred, the warranty against defects in materials and workmanship and the warranty against hermetic seal failure will continue in effect for 10 years (unless the maximum applicable time is reached prior) after the date of transfer to the new homeowner. To transfer this Limited Lifetime Warranty, complete the attached "Window and Door Warranty Transfer Certificate" and mail a copy along with a check for \$50 payable to THERMAL INDUSTRIES, INC. to the corporate headquarters address set forth below. If a copy of the attached Transfer Certificate is not filled in and mailed to THERMAL INDUSTRIES, INC. within 30 days from the transfer of the property, this Limited Lifetime Warranty will expire and be of no further force and effect.

**CONDENSATION, MOLD & MILDEW**

Condensation on glass is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold, mildew and related health issues. In no event shall Thermal Industries, Inc. be liable for any damages, including special, incidental or consequential damages, resulting from condensation, mold or mildew. **IF YOU BECOME AWARE OF PERSISTENT CONDENSATION ON YOUR WINDOWS, YOU SHOULD TAKE IMMEDIATE REMEDIAL ACTION TO PREVENT WATER, MOLD AND/OR MILDEW DAMAGE TO YOUR PROPERTY AND POTENTIAL HEALTH RISKS.** Additional information is available upon request.

**COLOR**  
Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

**CAULKING**

On some installations, caulking is used to seal the frame or trim package against water or air penetration. Caulking is not considered part of the window/door, and therefore, is not covered under this warranty. Caulking is considered a maintenance responsibility of the homeowner.

**EXCLUSIONS**

This warranty covers only manufacturing defects as specified herein and does not include product failure or property damage due to improper installation, mishandling, misuse, abuse, accidents, fire, hail, flood, earthquake or other acts of God, explosion, vandalism, terrorism, civil unrest, chemical pollutants in the atmosphere, normal weathering or any other cause or external forces beyond the control of the manufacturer. Other exclusions are as follows; 1) discoloration or tarnishing of Brass & Brushed Nickel hardware, 2) small marks, scratches and spots on the glass which do not exceed company standards or Federal Government specification ASTM C-1036, 3) condensation on the glass is the natural result of excessive moisture in the house and does not indicate a defective product or faulty installation, 4) caulking (see "Caulking"), 5) if Thermal Industries products are installed in non-owner, multi-family occupied dwellings or, used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to ten (10) years.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION OF REMEDIES FOR BREACH OF WARRANTY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**CORPORATE HEADQUARTERS**  
THERMAL INDUSTRIES, INC.  
5450 Second Avenue  
Pittsburgh, PA 15207-1825  
800-245-1540 **XL 218C Aug 2007**

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## LIMITED LIFETIME

### WINDOW & DOOR WARRANTY TRANSFER CERTIFICATE

Original Purchaser's Name: \_\_\_\_\_

Original Purchaser's Address: \_\_\_\_\_

Original Purchase Date: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

New Homeowner's Name: \_\_\_\_\_

New Homeowner's Telephone #: \_\_\_\_\_ Date of Transfer: \_\_\_\_\_

**XL-218C Aug 2007**