

POLYMER WINDOWS AND BALCONY DOORS* LIMITED WARRANTY FOR COMMERCIAL APPLICATIONS (5/5/10/2)

*This Limited Warranty applies to INTUS Windows windows and balcony doors (till/slide and lift/slide doors are excluded from this warranty) purchased from an authorized INTUS Windows dealer.

This is to certify that INTUS Windows or subsidiary selling the product ("Seller") warrants to its Customers and all subsequent purchasers and owners of the project incorporating Seller products (hereinafter "Customer(s)"), subject to every term, condition and limitation stated herein, that the products supplied by Seller shall be free from material defects, in material and workmanship, for a period of five (5) years from the date of substantial completion of the project. The Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Seller, further — Start of Warranty (SOW).

1. GLASS COMPONENTS

Glass warranties apply to factory installed glass or INTUS Windows supplied glass installed by INTUS Windows authorized service personnel. Clear insulating glass with stainless steel or warm edge spacers is warranted against seal failure resulting in visible obstruction through the glass for five (5) years from the SOW date under the normal use conditions. Glass is warranted against stress cracks caused by manufacturing defects for one (1) year from the SOW date. All other glass and glass features are provided with the same warranties, limitations, and exclusions INTUS Windows receives from its supplier; contact INTUS Windows for further details.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, INTUS Windows, at its option, will: (1) provide the appropriate replacement glass product (installation labor is not included); or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less. Such replacement or repair is warranted for the remainder of the original limited warranty period.

This limited warranty on glass does not apply to special order glazing, art glass, and insulated art glass for architectural products, or glass that is not factory installed by INTUS Windows.

2. LAMINATED GLASS UNITS

The glass is warranted to be free of defects in materials and workmanship for products which use PVB interlayer which are warranted for a period of five (5) years, from the SOW date.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, INTUS Windows, at its option, will: (1) provide the appropriate replacement glass product (installation labor is not included); or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less. Such replacement or repair is warranted for the remainder of the original limited warranty period.

3. WHITE PROFILES WITHOUT LAMINATE

INTUS warrants that, for the period of five (5) years from the SOW date, polymer white profiles without laminate will resist cracking, peeling, chalking, blistering, flaking, and significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions.

4. PREMIUM LAMINATED FINISHES

INTUS warrants that, for the period of ten (10) years, polymer laminated exterior finishes (using Renolit EXOFOL FX films) from the SOW date will resist cracking, peeling, chalking, delaminating, blistering, flaking, and significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions.

5. NON-GLASS COMPONENTS

Non-glass components are warranted to be free from manufacturing defects for two (2) years from the SOW date. Hardware is warranted to be free from manufacturing defects for two (2) years, and anodized finishes and other specialty finishes are warranted to be free from manufacturing defects for two (2) years, from the SOW date. Electric operators and other motorized accessories are provided with the same warranties, limitations, and exclusions INTUS Windows receives from its supplier; contact INTUS Windows for further details.

6. DECORATIVE GRIDS

A slight color difference between windows and decorative grids laminate may appear due to the lamination process.

7. SCREENS

Notwithstanding the above, INTUS Windows will replace any INTUS Windows screen frame and mesh that is defective in materials or workmanship at no charge to the original purchaser for a period of one (1) year from the SOW date. Screens are not available and will NOT be shipped for: entry, lift/slide, and tilt/slide windows and doors. Screen frames are painted to match laminate frame colors as close as possible, but exact color match is not guaranteed. Screens are not designed to, and will not prevent falls. Screens provided by third parties (examples: Phantom Screens) are warranted to by the third party warranty.

8. INTEGRATED LOUVERS

INTUS Windows does not manufacture louvers. Louvers manufactured by third parties and supplied by the INTUS Windows may be warranted by the third-party manufacturer, where applicable. Customer acknowledges that Third Party Products are not warranted by INTUS Windows. INTUS Windows expressly disclaims all warranties, representations and conditions of any kind, whether express or implied, including without limitation implied warranties, representations and conditions of quality, merchantability, fitness for a particular purpose, and non-infringement.

9. EXCLUSIVE REMEDY

If a covered defect appears during the term of the applicable warranty, INTUS Windows will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. INTUS Windows will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

10. EXCLUSIONS

Damage, defects, or problems resulting from causes outside INTUS Windows' control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

- installation not in conformance with INTUS Windows' installation instructions and applicable building codes
- improper or non-standard field finishing
- non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square
- installation or use in applications exceeding design standards
- field mulls and finishes
- installation or use near pools, saunas, hot tubs, or other high-humidity environments
- failure to follow INTUS Windows' care and maintenance instructions
- failure to properly treat, seal, and maintain
- use of brick wash, razor blades, or other inappropriate cleaners or chemicals
- misuse, abuse, modification, alteration, accident, or negligence
- shifting or settling of the structure in which the product is installed
- extreme weather events, extreme, or unusual atmospheric conditions
- normal wear and tear
- hardware finishes
- slight glass curvature, minor scratches, or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision glass imperfections consistent with ASTM or other industry standards
- war, insurrection, civil unrest, terrorism, or other Acts of God
- products that have not been paid for in full
- altered or reinstalled products
- products used in non-vertical glazing applications
- frame deflection that is not impacting performance or operation of the window or door
- accidents, including accidental glass breakage
- application of after-market window films to glass of frame surfaces
- damage caused by high in-home humidity (condensation, frost, and mold)

11. WEEP HOLES

All products have weep holes on the bottom (sill). During installation weep holes of windows and patio doors (with high threshold) cannot be blocked or sealed, otherwise leakage may occur. Limited Warranty does not cover leakage if weep holes are blocked or sealed.

12. MOISTURE MANAGEMENT

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited Warranty.

13. THERMAL EFFICIENCY

INTUS Windows does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time, and may be ineffective in products manufactured with pressure relief valve. Thermal efficiencies vary with the application of the product. INTUS Windows does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

14. CONDENSATION

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

15. CORROSION

Finish failure or corrosion of anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty.

16. DOORS

INTUS doors have much wider frames than standard American doors, therefore wider doors need to be ordered to have needed net clear opening (as per your local building code). Net clear opening as defined by code: Doorways 1003.2.3.1. The clear opening at swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees.

Polymer doors will not be warranted if used for commercial entry ways or common areas in commercial or multi-family buildings or any other building other than single family homes. Acceptable uses of polymer doors in multi-family buildings are:

- entry doors to single-family apartments
- entry doors to balconies

Window warranty is void if window is used as a door or other unapproved application by INTUS Windows.

17. PRESSURE RELIEF VALVES

All IG (insulated glass) units in products to be delivered to projects or delivery sites located in 4000 ft. or higher elevations from sea level shall be equipped with pressure relief valves or capillary tubes. It is Buyer's responsibility to specify capillary tubes or pressure relief valves upon ordering.

If ordered window or door unit has pressure relief valves and is too tall to be loaded to the container in vertical position, the Buyer will be informed that the ordered unit will be delivered unglazed, and it is Buyer's responsibility to glaze it on site.

18. PRODUCTS IN COASTAL ENVIRONMENTS LIMITED WARRANTY SUPPLEMENT

This Limited Warranty Supplement, in conjunction with the INTUS Windows Limited Warranty, applies to INTUS Windows brand products purchased from an authorized INTUS Windows dealer, and installed within one (1) mile of a sea coast or other salt water source.

INTUS Windows' stainless-steel hardware, hardware with physical vapor deposition, and other specifically-designated "coastal" hardware finishes (collectively "Coastal Hardware") are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of or finish for a period of two (2) years from the SOW date. "Abnormal" corrosion means corrosion beyond what is normal for an ocean coastline environment. "Abnormal" deterioration means peeling, flaking, or blistering of the finish beyond what is normal for an ocean coastline environment. The environment within one mile of an ocean coastline or other salt water source can be extremely corrosive. Even with proper maintenance, it is normal for windows and doors installed in this environment to deteriorate more than windows and doors installed in other environments. Some corrosion and deterioration is considered normal wear in this environment. Non-Coastal Hardware and anodized or other specialty finishes are not recommended, and are not warranted in coastal environments. INTUS Windows does not sell and does not warrant products installed in the state of Florida.

a. EXCLUSIVE REMEDY

If a covered defect appears during the two (2) years of the warranty term, INTUS Windows will, at its option, repair the defect, replace the defective materials, or refund the price paid for the defective materials. If a covered Coastal Hardware defect appears during two (2) years of the warranty, INTUS Windows will, at its option, repair or replace the defective hardware, or refund the price paid for the defective hardware. Removal, installation, refinishing, and disposal costs and services are not included. INTUS Windows will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

b. LIMITATIONS

In addition to all terms, conditions, and limitations set forth in the INTUS Windows Limited Warranty, the following limitations apply:

- Salt and other corrosive or abrasive materials must not be allowed to build up on the exterior surfaces or other exposed components of the product.
- Unless product-specific care instructions require more frequent cleaning, exterior surfaces and exposed components must be cleaned with a mild detergent soap and water at least every three (3) months (more frequently if necessary) to prevent this build-up.
- Any breaches in the exterior finish, such as scratches, chips, or abrasions can result in corrosion and must be repaired immediately.

19. CERTIFICATIONS AND RATINGS

Certifications and ratings typically apply to single products only; however certain factory-mulled or combined product configurations may also be certified. Performance of individual products may vary and will change over time, depending upon the conditions of use. These certifications and ratings are not performance warranties.

20. SUITABILITY

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any INTUS Windows product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. INTUS Windows will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Windows and doors are only one element of a structure; INTUS Windows does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any INTUS Windows product.

21. NO WAIVER

INTUS Windows may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of INTUS Windows' right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

22. WARRANTY CLAIMS

If you believe INTUS Windows' products, or any part thereof, are defective in a manner covered by this warranty, you must submit a claim in writing (the "claim") to INTUS Windows or the distributor, home improvement dealer or other business that sold you INTUS Windows' 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: **2720 Prosperity Ave, Suite 400-1, Fairfax, VA 22031**. In your written notice of the claim, you must provide a description of the INTUS Windows product, purchase price of the INTUS Windows product, and the date and location of purchase of the INTUS Windows product. In addition, your claim should include a description of the nature of the problem, the date of installation of the INTUS Windows products, and reasonable evidence showing that you are covered by the warranty.

Upon receipt of the claim by INTUS Windows, INTUS Windows will review the claim to determine if it is covered by this warranty. INTUS Windows may require you to supply pictures, ship a representative sample, postage/transportation prepaid, or request reasonable access for inspection.

All replacement part(s) or complete window or door unit(s) will be shipped from INTUS Windows' 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 INTUS Windows product or (2) the cost of replacing or repairing the defective INTUS Windows product or part of the INTUS Windows 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 INTUS Windows products, but any replacement of INTUS Windows products will continue to be covered during the remainder of the original applicable warranty period.

INTUS Windows 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, INTUS Windows reserves the right to substitute another product that it determines in its sole discretion is of substantially equal quality or value for the INTUS Windows product involved in the warranty request.

YOU WILL BE RESPONSIBLE FOR ALL COSTS RELATED TO ANY REPAIR THAT IS NOT COVERED BY THIS LIMITED WARRANTY OR WHICH IS OUTSIDE OF THE LIMITED WARRANTY PERIOD. WHEN WARRANTY COVERAGE IS UNCLEAR, INTUS WINDOWS MAY CHARGE AN INSPECTION FEE FOR ANY ON-SITE PRODUCT INSPECTION. IF THE INSPECTOR DETERMINES THE INTUS WINDOWS PRODUCT HAS A DEFECT COVERED BY THIS LIMITED WARRANTY, THE INSPECTION FEE WILL BE WAIVED.

In no event will INTUS Windows be liable for consequential or incidental damages. In no event will INTUS Windows' liability exceed the price paid for the affected product or component. The limitations of liability and disclaimers of warranty set forth herein shall survive and apply, even if the exclusive remedy is found to have failed of its essential purpose.

23. DISCLAIMER

This Limited Warranty supplement, together with INTUS Windows, is the only warranty, written or oral, express or implied, provided by INTUS Windows. No dealer, employee, or agent of INTUS Windows, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of INTUS Windows. All implied warranties, including the warranties of merchantability and fitness for a particular purpose are disclaimed. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in the INTUS Windows Limited Warranty. This Limited Warranty supplement gives you specific legal rights and you may also have other rights, which may vary from state to state. This limited warranty supplement is not a warranty of future performance or a statement of the useful life of any INTUS Windows product, but only a warranty to repair, replace, or refund.

Read the INTUS Windows Architectural Manual, and Adjustment and Maintenance Instructions of your INTUS Windows products. All INTUS Windows manuals and instructions are available on www.INTUSwindows.com.

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