

## LIMITED PRODUCT WARRANTY FOR ENTRANCE COMPONENTS

### Warranty Coverage

Subject to the conditions, exclusions and limitations stated herein, Western Reflections, LLC warrants that its entrance components product (Product) is free from defects in material and workmanship that would render the Product unfit for its normal and recommended use.

This warranty applies only to the first purchaser (Customer) of the Product from Western Reflections. This warranty does not extend to the ultimate consumer and this warranty is not intended to be conveyed to the ultimate consumer or to be brought to the ultimate consumer's attention in connection with the sake of any goods of which the product becomes component.

THE DURATION OF THIS WARRANTY BEGINS ON THE DATE OF PURCHASE BY THE CUSTOMER AND EXTENDS FOR THE FOLLOWING PERIODS:

- Twenty years for the insulated glass component of the Product.
- One year for all other components of the product.
- If product is a Western Reflections Solar Shield frame, limited lifetime warranty for all Solar Shield frame components.
- If product is a Ventilating doorlight, twenty years for all components of the product.
- If product is an Internal Blind, twenty years on operation of the Blind, insulated glass seal and the external control mechanism attached to the glass.

### Exclusions From Coverage

This warranty does not cover:

- Defects or damages arising out of shipment by common carriers, private transportation or other means of transportation.
- Defects or damages to products arising out of improper handling, cleaning or maintenance, defective or improper glazing installation or finishing, (including glazing installation or finishing not in accordance with Western Reflections instruction), accident, act of God, intentional human acts, misuse, abuse, or any circumstances beyond the control of Western Reflections.
- Product installed in or submitted to high heat conditions, high moisture conditions, high vibration, or extreme temperature changes.
- Product installed in sloped glazing.
- Product containing plastic components installed in high heat conditions, such as behind a storm door, or painted a dark color.
- Products subjected to stress resulting from localized application of heat, movement of building and/or building components, or expansion or contraction of framing members.

- Labor, shipping or other charges incurred or claimed by the Customer.
- Accessories manufactured by persons other than Western Reflections.
- Product manufactured prior to January 2000.

### Inspection and Discovery of Defect

It is the Customer's responsibility to inspect the Product immediately upon receipt of shipment. If a defect covered under this warranty is discovered upon such inspection, then the Customer must follow the Warranty Claim Procedures set forth below.

Western Reflections shall have no obligation under this warranty with respect to any defect reasonably discoverable upon immediate inspection after the Product has been installed (or otherwise used.) If a defect occurs after receipt of shipment within the warranty period, then the Customer must also follow the Warranty Claim Procedures set forth below.

### Warranty Claim Procedures

The customer must adhere to the following procedure in order to make a claim under this warranty:

- The customer must present a written claim to Western Reflections LLC, 261 Commerce Way, Gallatin, TN 37066, within 30 days after discovering a defect. For the insulated glass component of the Product, a Solar Shield Frame component or an Internal Blind Insulated Unit or Mechanism, or Ventilating doorlight, Western Reflections must receive this written claim within the ten-year warranty period. For all other components of the Product, Western Reflections must receive this claim within the one-year warranty period.
- The Customer must use reasonable diligence to include in the written claim all of the following:
  - Adequate description of the claim defect(s).
  - Identification of Product design or pattern.
  - Exact Product size.
  - Date Product was manufactured (this date is permanently stamped inside the sealed glass on the aluminum tubular spacer).
  - Date of the Customer's purchase, the place of purchase, the purchase price and the date of delivery to the Customer.
- The Customer must, if requested by Western Reflections, permit Western Reflections or its representative to inspect the Product.

### Remedies

After receiving a valid claim, Western Reflections will, at its option, either (A) repair the Product, or (B) provide a replacement Product (or part, as appropriate) of like kind and design.

Replacement of the insulated glass component, Solar Shield frame component or an Internal Blind Insulated Unit or Mechanism component of the Product will result in the following charge to the

Customer based on the percentage of Western Reflections' then current wholesale price for a comparable Product.

<u>Period After Purchase (years)</u>	<u>Amount of Charge to Customer</u>
0-5	None
6	20%
7	30%
8	40%
9	50%
10	60%
11-15	70%
15-20	80%

If Western Reflections elects to provide a replacement Product, the limited warranty on the replacement Products will last for the balance of the warranty on the original Product. If the customer fails to provide satisfactory proof of the date of purchase, the date of manufacture shall be used instead.

Western Reflections liability under this warranty is limited to (A) or (B) above and Western Reflections will in no event be responsible for shipping, labor, removal of original Product, installation of Product, expenses, or other charges, costs or claims incurred by the Customer.

### Disclaimer Of Warranty

WESTERN REFLECTIONS MAKES NO IMPLIED WARRANTY INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT) AND WESTERN REFLECTIONS MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT), EXCEPT TO THE EXTENT PROVIDED HEREIN.

### Limitation of Remedies

THE REMEDIES SET FORTH ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR NEGLIGENCE. IN NO CASE SHALL WESTERN REFLECTIONS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Unless modified in a later writing signed by both Western Reflections and the customer, this warranty is the complete and exclusive warranty related to the product and it supersedes all earlier agreements and other communications relating to the Product. No employee of Western Reflections or other party is authorized to make any warranty in addition to this warranty. Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect one of the other provisions. This warranty is not transferable.

Effective January 17, 2000

Rev. 3/03