

LIFETIME TRANSFERABLE RESIDENTIAL WARRANTY (SINGLE-FAMILY HOME)

Thank you for selecting this product from Inline Fiberglass Ltd.

Your windows and/or doors are built according to your specifications, with careful craftsmanship and attention to detail. We are committed to bringing you products of the highest quality and value. We are just as committed to standing behind our products, with quick responsive service and a comprehensive warranty.

The terms and conditions of our Warranty are set forth below.

Read this entire Warranty before purchasing or installing this product.

By installing this product, you are agreeing that this Warranty forms part of the terms of sale and you agree to be bound by the terms of this Warranty.

This Limited Warranty applies only to Inline Fiberglass Ltd. (“Inline”) fiberglass windows and doors (“Inline Product” or “Inline Products”) installed in single-family homes in Canada or the U.S.A.

This warranty is only available to the original purchaser (which includes the owner of a home where the Inline products are purchased by a contractor or builder) or a person to whom this warranty was duly transferred in accordance with the terms of this Warranty (referred to as the “Original Purchaser”).

Inline warrants to the Original Purchaser the following, subject to the stated limitations:

Fiberglass Frames: Lifetime Non-Prorated:

Inline warrants that in the event that its pultruded fiberglass frames, under normal use and service, experience any major defects in materials or manufacturing that may render the Inline Product structurally unsound, Inline will repair or replace, in whole or in part, the Inline Product, at Inline’s sole option. This is the sole warranty provided for Inline’s fiberglass frames.

Finish of Fiberglass Frames: Lifetime Non-Prorated:

Inline warrants that the painted factory applied finish to the Fiberglass windows or doors is warranted against chipping, cracking, pitting, warping or blistering, provided the products are properly maintained. Inline will repair or replace, in whole or in part, the Inline product, at Inline’s sole option.

This is the sole warranty provided for factory applied painted finish incorporated into Inline Products.

Exposure to air pollutants and normal atmospheric conditions may cause a gradual fading, chalking or an accumulation of surface dirt or stains. These are normal occurrences and are not covered under Warranty.

Optional Interior Wood Veneer: Lifetime Non-Prorated:

The Wood Veneer Laminated to the Fiberglass Frames is warranted by Inline for lifetime adhesion. Inline will repair or replace, in whole or in part, the Inline product, at Inline’s sole option. This is the sole warranty provided for Inline’s Laminated Wood Veneer. Wood Veneer interior surfaces must be painted or stained and sealed immediately after installation.

After sealing, the wood veneer is very resilient; however until properly sealed, it is subject to permanent damage from moisture and mildew, staining from oils, grease, caulking; accordingly, failure to stain and waterproof seal wood veneer interior immediately after installation nullifies this Warranty.

Moving Parts: Lifetime Non-Prorated:

Inline warrants that in the event that moving parts experience any major defects in materials or manufacturing that may render the Inline Product unserviceable, Inline will repair or replace, in whole or in part, the Inline Product, at Inline’s sole option. **Hardware installed in coastal areas or salt-water environments, are excluded from this Warranty unless ordered as upgraded coastal hardware.** This is the sole warranty provided for moving parts incorporated into Inline Products.

Fly Screens: Lifetime Prorated:

Inline warrants all aluminum fly screen framing and screen cloth (fiberglass, aluminum or stainless steel), under normal use and service, will be free from defects in material and workmanship and are warranted against rotting, rusting or staining. If the Fly Screens fail prior to the second anniversary from the date of purchase, Inline will provide replacement screens or parts at no charge at Inline’s sole option.

This Warranty does not apply to torn, ripped or damaged fly screens.

Insulated Glass Unit: Lifetime Prorated:

Inline warrants to the Original Purchaser that in the event the sealed insulated glass units experience defects in manufacturing that result in a material obstruction of vision due to film formation caused by dust or moisture and glass defects within the sealed unit, which exceeds the federal specification C 1036-91-03, and

(i) the sealed insulated units fail prior to the 20th anniversary from the date of purchase, Inline will provide replacement sealed glass units at no charge, or

(ii) the sealed insulated unit fails after 20 years, Inline will provide replacement sealed glass units, at a charge to Owner of 80% of the replacement cost.

(iii) Labor to replace failed sealed insulated glass units is covered for the first year from the time the product was installed and/or delivered;

Limitation of Warranty. This Warranty is the exclusive warranty for all Inline Products installed in single-family homes. **INLINE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS LIMITED WARRANTY.** This Warranty does not extend to the use of Inline Products under abnormal conditions, conditions that exceed the stated performance parameters of the Inline Product as provided in the Inline Product specifications, or under conditions not reasonably foreseeable to, or beyond the control of Inline. Original Purchaser assumes the risk of any such use or of any use of any Inline Product in an improper allocation.

Allocation of Risks. Because building envelopes must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Inline is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Inline Products in accordance with Inline installation instructions, AMMA, CSA/A440, WDMA, OBC and all current Building Standard Regulations, including, but not limited to, the Local Building code; and/or the use of Inline Products in wall systems which do not allow for proper management / drainage of moisture within the wall system (e.g. exterior insulation and finish systems ("EIFS") or synthetic stucco, without an engineered drainage system). The determination of the suitability of all building components, including the use of Inline Products, as well as the design and installation of flashing and sealing systems, is the responsibility of Original Purchaser, the architect, contractor, installer or other construction professional and is not the responsibility of Inline. All such risks related to building design and construction, or the maintenance, installation, and use of Inline Products shall be assumed by Original Purchaser.

Limitation of Liability. **THIS WARRANTY SETS FORTH THE MAXIMUM LIABILITY FOR ALL INLINE PRODUCTS. IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR INLINE PRODUCT IN QUESTION) SHALL INLINE BE LIABLE TO ORIGINAL PURCHASER OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS OR REVENUES, LOST OPPORTUNITIES, LOST SAVINGS, LOST USE OF INLINE PRODUCTS, INEFFICIENCY CLAIMS OR DAMAGES FOR DELAY) RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY INLINE PRODUCTS.**

Limitation of Remedy. **THE EXCLUSIVE REMEDY OF ORIGINAL PURCHASER, AND THE SOLE LIABILITY OF INLINE FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, MISREPRESENTATION OR ANY OTHER CLAIM) RESULTING FROM THE SALE, INSTALLATION OR USE OF INLINE PRODUCTS SHALL BE, AT THE SOLE OPTION OF INLINE, THE REPAIR OR REPLACEMENT OF THE PRODUCT, OR A REFUND OF THE PRICE PAID FOR THE DEFECTIVE PRODUCT, AS PROVIDED IN THIS WARRANTY. INLINE IS NOT RESPONSIBLE FOR REMOVAL, INSTALLATION, FINISHING, AND DISPOSAL SERVICES AND THESE ARE NOT INCLUDED IN THE WARRANTY.**

Replacement Products. Replacement products shall be a reasonably similar current product and may not exactly match the original. Where Inline chooses to repair or replace the Inline Product, the costs covered by this Limited Warranty do not include any labor or material costs of any kind (other than for the replacement product itself) including but not limited to those associated with finishing space surrounding or adjacent to the repaired replaced Inline Product including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Warranty shall be subject to this Warranty only for the remainder of the original warranty period on the Inline Product being replaced. If Inline provides any of the remedies identified in this Warranty (i.e., repair or replacement of the Inline Product), then Original Purchaser agrees that this limitation of remedy shall not have failed of its essential purpose.

Warranty Disclaimer and Exclusions: Inline windows and doors are built to be durable and long lasting, however there are conditions and applications over which Inline has no control.

This Limited Warranty does not cover, and Inline is not responsible for nor makes any warranty as to: (i) Normal wear from product usage or age, including, without limiting the general exclusion, normal wear and tear of weather-stripping; (ii) improper storage, handling, installation, finishing, use, modification or maintenance; (iii) mechanical abrasion to finishes; (iv) non-factory-applied finishes, applied sealants or caulking, which is the responsibility of the Installer; (v) structural settlement or movement, vibration, excessive localized heat; (vi) high-moisture environments (including pools, hot tubs and green houses); (vii) normal wear or discoloration of finish from product usage or age; (viii) acts of God; (ix) damage from acid rain or other corrosive elements, including exposure to coastal weather conditions; (x) accidents, including accidental glass breakage; (xi) application of after-market window films to glass surfaces; (xii) damage caused by inappropriate finishes, solvents, brick wash or cleaning chemicals; (xiii) glass breakage, not the fault of Inline, which results in seal failure; (xiv) damage to glass as a result of installation at elevations above 4,000 feet; (xv) accident, misuse, abuse, alterations, improper handling, vandalism, operation or cleaning; (xvi) Inline Products subjected to conditions outside their design limitations; (xvii) improperly installed security systems; (xviii) Inline Products with modifications that are not approved by Inline; (xix) hardware finishes; (xx) Inline doors, sashes, transoms and sidelights installed in non-Inline frames; (xxi) the purchase, damage, repair or replacement of non-Inline Products; (xxii) finishing or modifying the structure containing a repaired or replaced Inline Product; (xxiii) Inline Products that have not been paid for in full; (xxiv) damage resulting in whole or in part from installation inconsistent with Inline's installation instructions **(FAILURE TO COMPLY WITH INLINE'S INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS THIS LIMITED WARRANTY)**; (xxv) altered or reinstalled Inline Products; (xxvi) civil unrest or war; (xxvii) Inline Products used in non-vertical glazing applications; and/or (xxviii) combinations not built by Inline or not built in accordance with Inline's recommendations for mulling and combining Inline products.

No Statement of Useful Life. This Warranty is not a statement of the useful life of any Inline Product.

Notice of Claim. Within the applicable warranty periods provided in this Warranty, Original Purchaser shall notify Inline's Authorized Dealer (where the products were purchased) immediately, but in no event more than six (6) months after any defect or other basis of claim covered by this Limited Warranty is discovered, or should have been discovered. Any claims otherwise covered by this Limited Warranty, but for which Inline did not receive notice within six (6) months from the time the problem first became known or should have become known, shall be barred.

Claim Procedure. Claims under this Warranty shall be made in writing to Inline's Authorized Dealer. Claims shall include the following information: (i) Claimant's name, address and phone number, (ii) installation address; (iii) the Purchase Order by which the Inline Products were purchased; and

(iv) a complete description of the product; (v) Concerns, or alleged defects, including photographs.

The Dealer will in turn consult Inline's Customer Service Department. A visual inspection by Inline may or may not be required to substantiate product failure.

If claim is substantiated, as covered under Warranty, replacement parts will be shipped to an authorized dealer from where the product was originally purchased, at no charge except for shipping and handling. In case the original dealer is no longer in business, the replacement parts may be shipped direct to a homeowner at no charge except for shipping and handling. Replacement items may differ slightly from the original window or door parts.

Inspection by Inline. ORIGINAL PURCHASER SHALL NOT REPAIR, REPLACE, REMOVE, ALTER OR DISTURB ANY INLINE PRODUCT, NOR SHALL ANY THIRD-PARTY REPAIR, REPLACE, REMOVE, ALTER OR DISTURB ANY INLINE PRODUCT PRIOR TO INSPECTION BY INLINE (OR THIRD-PARTY HIRED BY INLINE) OF THE ALLEGED DEFICIENT INLINE PRODUCT; HOWEVER, ORIGINAL PURCHASER MAY TAKE EMERGENCY ACTION NECESSARY TO PREVENT DAMAGE TO PERSONS OR PROPERTY. FAILURE TO STRICTLY COMPLY WITH THIS TERM AND CONDITION SHALL VOID THIS LIMITED WARRANTY.

No Relationship with Any Third Party Created. In no event shall this Limited Warranty create any relationship with a third party or provide warranty rights to a third party, including neither the creation of a third party or creditor beneficiary nor the creation of any similar rights to a third party.

Transfer of Warranty: The Original Purchaser of the INLINE Fiberglass windows and patio doors may transfer the Warranty to the first subsequent Owner of the premises WITHIN 10 years from the date of installation. In order to transfer the Warranty, the "Warranty Registration Certificate" below must be valid and on file at INLINE from the Original Purchaser. An "Addendum of Warranty Transfer" (available from the Dealer the windows were purchased from) must be filled out and sent to INLINE Fiberglass Ltd. with a \$75.00 transfer fee within 30 days of the closing of sale of property. The Warranty period post-transfer shall be limited to the unexpired remaining portion of the Warranty. The Warranty's coverage period shall not be extended by any claim.