

<u>Lifetime Warranty | Peak Windows</u>

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Peak Windows warranties its product will be free from defects in materials and workmanship for as long as the original owner owns the property. The Lifetime Warranty is offered only to the original owner who purchases Peak Windows Products for new construction, replacement or remodeling purposes. Peak Windows requires reasonable access to the defective product. Peak Windows reserves the right to charge for Travel and other expenses if necessary.

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

Transferability

The Lifetime Warranty is transferable for single family residences. In the event the original owner sells the single-family residence the warranty is valid for ten years from the original purchase date of the product from Peak Windows.

Requesting Service

As soon as possible, upon finding any problem with a Peak Windows product, contact Peak Windows at 801-898-7474, or through email at tyler@peakwindows.com. If a problem is found before the Product is installed, do not install the Product. We can only respond efficiently if you provide the following:

- Your name, address and daytime phone numbers.
- Your receipt or other documentation establishing proof and date of purchase by the original owner.
- A complete description of the problem including pictures if possible.

Upon notification, we will investigate the problem. If the product is found to be defective, and is covered under the provisions of the warranty, Peak Windows will provide the labor and or materials needed to repair the product at no charge. If the defect cannot be repaired, Peak Windows will provide a replacement product and ship it to the original delivery site.

This Warranty Does Not Cover

- Weathering or fading of surfaces and/or hardware finishes, wear and tear, including corrosion.
- Glass breakage: misuse or abuse, damage caused by failure to provide maintenance, by customer alteration or modification to the product, or any cause beyond the control of Peak Windows.
- Improper installation, handling or maintenance that does not comply with Peak Windows installation instructions.
- Problems relating to building design or construction and / or sloped glazing, such as problems related to structure, water, and / or air infiltration/ leaking.
- Damage from settling or movement of the structure.
- Damaged or poor product performance resulting from installation not in compliance with building codes or installed in a way that exceeds product design and/or certified performance specifications.
- Condensation, unless due to insulated glass failure.
- Replacement of discontinued parts or products will be with the current Peak Windows Product of the nearest quality and appearance.
- Repainting, finishing or replacing building materials in connection with any warranty work.
- Labor and materials for the installation of a warranted replacement product unless originally installed by Peak Windows.
- Product that has not been paid for.
- Incidental or consequential damage.

Important additional Information

This warranty sets forth Peak Windows' maximum liability for its products. Peak Windows shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. Peak Windows expressly disclaims any implied warranties of product suitability for a particular purpose and any other warranties, whether express or implied, or arising by operation of law, trade usage or normal course of business. In no event shall the liability of Peak Windows exceed the price paid to Peak Windows for the product. In the event state law precludes exclusion or limitation of implied warranties, the duration and conditions of any such warranties shall be the same as provided herein. No distributor, dealer or representative of Peak Windows has the authority to change, modify or expand this warranty. The original purchaser of this product is presumed to have read this warranty and or understand it, accept it and be bound by its terms, and convey this warranty to the original owner of the structure into which the product is installed.