

LIMITED WARRANTY

This Limited Warranty ("**Limited Warranty**") applies to Oknoplast windows and doors purchased on or after 1st December 2019 (the "**Effective Date**") from an authorized Oknoplast dealer and installed in the United States of America or Canada (the "**Covered Products**"). The Limited Warranty extends to the owner of the structure where the Covered Products are first installed. All warranty notice periods begin on the original date of purchase.

Limited Warranty - In General

Subject to the terms and conditions of this Limited Warranty, the Covered Products (including mechanical parts, components and insulated glass), are warranted to be free from the following defects in manufacturing, materials and workmanship for a period of ten (10) years from the original date of purchase:

- a) blistering, peeling, flaking, rotting or corrosion;
- b) material obstruction of vision on the internal surfaces of the insulated glass unit caused by seal failure of the insulated glass unit.

Limited Warranty - Color Finish

The color finish on the exterior components (frame, sash, panels, sills and grilles) of Covered Products is warranted to be free from: (i) manufacturing defects resulting in color fade greater than 5 delta E* (when measured in accordance with ASTM 224); and (ii) blistering, cracking, peeling and any loss of adhesion for a period of ten (10) years from the original date of purchase. The Limited Warranty covering the exterior color finish does not apply to insect screens, weep hole cover caps and end caps for mullions.

Limited Warranty - Electrical Components

Any electrical components of a Covered Product are warranted to be free from defects in manufacturing, materials and workmanship for a period of two (2) years from the original date of purchase. Any such electrical components must be wired and/or installed by a qualified technician.

Exclusions

Damage, defects and/or conditions excluded from coverage by this Limited Warranty include, without limitation, the following:

Installation, Maintenance and Acts of God

- Installation that does not conform to applicable building codes and installation instructions
- Use or application of a Covered Product not contemplated by installation instructions, including installation in roofs and/or in any non-vertical position
- Application and installation in a place with extreme weather conditions
- Failure to regularly maintain a Covered Product according to maintenance instructions
- Installation of insulating glass without capillary tubes above an altitude of 4,900 feet above sea level
- Use of field mulls, field finishes
- Cleaning with harsh chemicals and metal tools with sharp edges
- Installation of hardware components without extra anti-corrosion protection within one mile of any body of salt water

- Installation of hardware components near extreme high humidity environments including pools, saunas and hot tubs
- Normal wear and weathering resulting from everyday use
- Normal discoloration and/or fading of surface finish
- Imperfections consistent with ASTM or other industry standards that have no effect on structural integrity
- War, civil unrest, acts of terror, acts of God.

Warping/Bowing

Twisting, bowing and/or warping of a Covered Product is not a defect covered by this Limited Warranty unless any such twisting, bowing or warping alters the plane of a Covered Product by more than ¼". When handling twisting, bowing or warping claims under this Limited Warranty, Oknoplast may, in its sole discretion, decide to observe the Covered Product for a period of up to 12 months to ascertain whether any warping or bowing subsides once the Covered Product acclimates to the relevant temperature and humidity conditions.

Water Damage

Damage to a Covered Product caused by installation in a wall system that does not properly manage moisture including, without limitation, exterior insulation and finish systems that do not have effective engineered drainage systems, is not covered by this Limited Warranty.

Condensation

Frost, condensation, mold or mildew accumulating on a Covered Product is not a defect and is not covered by this Limited Warranty.

Environmental Conditions

Degradation, damage or failure of a Covered Product's components (e.g., finish of profiles, hardware, etc.) due to environmental conditions including, without limitation, air pollutants, acid rain, chemicals, exposure to abrasive or corrosive substances, and/or proximity to any body of salt water and/or high humidity conditions such as a swimming pool, sauna or hot tub, are not covered by this Limited Warranty.

Efficiency

Oknoplast does not warrant the amount of argon or other inert gas present in any insulating glass of a Covered Product after manufacture. Inert gas dissipates with time and may be ineffective in Covered Products that have capillary tubes applied. Thermal efficiencies vary with the application of a Covered Product. Oknoplast does not warrant a specific level of thermal efficiency will be maintained by features of a Covered Product that include argon gas, coating(s) on glass that are low emissivity as well as other features.

Disclaimers

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. OKNOPLAST DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, OKNOPLAST LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT OKNOPLAST'S OPTION, THE REPAIR OR REPLACEMENT OF THE COVERED PRODUCT AS DESCRIBED HEREIN; THE REQUIREMENTS FOR PRESENTING ANY CLAIM SO AFFECTED UNDER THIS LIMITED WARRANTY SHALL BE AS PROVIDED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY. ANY PRODUCT OR COMPONENT NOT SPECIFICALLY SUBJECT TO THIS LIMITED WARRANTY OR ANOTHER WRITTEN OKNOPLAST PRODUCT WARRANTY IS PROVIDED "AS IS" AND WITHOUT WARRANTY.

THIS LIMITED WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY OKNOPLAST PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE OR REFUND AS DESCRIBED HEREIN.

Limitations

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OKNOPLAST IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF WARRANTY AND LIABILITY SET FORTH HEREIN SHALL SURVIVE AND APPLY, EVEN IF THE EXCLUSIVE REMEDY SET FORTH IN THIS LIMITED WARRANTY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Safety

Insect screens will not prevent falls under any circumstances. Window opening control devices are not a substitute for the supervision of children. Window opening control devices must be checked and tested monthly and must be activated to be effective.

Certifications, Ratings and Suitability

Many Oknoplast products are labelled with either the Keystone Structural Performance certification and/or the National Fenestration Council Ratings (NFRC) showing product performance. Structural Performance ratings are based on the test of one physical sample, while NFRC ratings are based on computer simulations as well as physical testing. Performance of products may vary and will change over time as a result of conditions of use. Structural certifications and NFRC ratings do not imply and are not performance warranties.

Oknoplast in no way is responsible for determining the suitability and compliance of Covered Products with local building standards and codes. It is the sole responsibility of the buyer, user, architect, contractor or other construction professional to determine the suitability and compliance of Covered Products with local building standards and codes. Oknoplast will not be liable for any problem or damage related to faulty building design, construction that does not meet local building standards and codes, improper maintenance, improper installation or improper selection of products. Covered Products are only one part of the building structure and as such Oknoplast does not warrant third party certification of a building or project to any specific standard will be achieved by applying a Covered Product or any other Oknoplast product.

Claims Process

If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of this Limited Warranty, Oknoplast will, at its option, repair or replace the product or component, or refund the price paid for the defective Covered Product or component thereof.

All warranty claims must be submitted within thirty (30) days from the appearance of the defect to the authorized Oknoplast dealer from whom the Covered Product was purchased.

Oknoplast Sp. z o.o.

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