

MASTERPIECE LEADED WINDOWS, Corp.

Limited Warranty

This warranty covers Masterpiece Leaded Windows installed in the United States of America. Masterpiece Leaded Windows Corporation (Masterpiece), subject to the conditions and limitations set forth below, warrants its single pane leaded glass windows to be free from manufacturing defects for ten (10) years following installation.

Masterpiece, subject to the conditions and limitations set forth below, warrants its Energy-Tech® insulating triple-pane leaded glass windows to be free from manufacturing defects for fifteen (15) years following installation.

Masterpiece will repair or provide replacement product, at its election, free of charge, for any window proven to be suffering from a manufacturing defect during the applicable warranty period up to a maximum liability, which shall be equal to the cost of the window required to replace the defective product. Masterpiece shall in no event be liable for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. However, in lieu of replacement or repair, Masterpiece, at its sole discretion, reserves the right to refund that amount paid by the original purchaser of the window but not including installation cost.

In the event the original purchaser sells the property in which the windows are installed, the coverage provided by this warranty will be limited to the subsequent owner and will be 10 (ten) years from the date of product installation for single pane leaded glass windows and fifteen (15) years from the date of product installation for Energy-Tech® insulating triple-pane leaded glass windows.

In the event of repair or replacement pursuant to terms of this warranty, the original warranty shall apply to the repaired or replacement product and will extend for the balance of the warranty period in effect at the time the product proved defective.

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, MASTERPIECE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Limitations

Masterpiece shall have no liability under this warranty for:

- a) Defects or failure caused by improper handling or storage or by installation not in strict adherence with Masterpiece 's installation procedures.
- b) Any damage to the product caused by impact of foreign objects, acts of God, or by fire, explosion or other casualty.
- c) Windows that have been painted, varnished, or similarly coated over the original vinyl surface.
- d) Damage caused by failure to protect wood surfaces against moisture.
- e) Defects or damage caused by the effects of air pollution, exposure to harmful chemicals or normal weathering caused by exposure to the elements.
- f) Corrosion of any metal parts, otherwise known as hardware, when installed within two miles of the seacoast or anywhere in Hawaii.
- g) Defects or damage caused, in whole or in part, by the addition of applied tints or films to glass.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to gradually fade or accumulate dirt or stains. The severity of any condition depends on the cleanliness of the air in the area and other influences over which Masterpiece has no control.

This warranty does not cover cosmetic damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of the Product. This warranty does not cover damage to improper installation, operation or maintenance, or attempted repair by anyone other than an authorized Masterpiece repairmen.

Masterpiece shall have sole discretion to determine, based on reasonable criteria, whether the product has experienced normal weathering. If the product weathers to a degree determined by Masterpiece to be beyond normal, Masterpiece shall select, at its sole discretion, one of the options noted in the second paragraph of this warranty.

Masterpiece shall have sole discretion to determine, based on Company policy and glass quality guidelines for Architectural Glass (ASTMC 1172), whether an inclusion in the glass product meets the specific criteria for product replacement. Such inclusions may consist of minor scratches, seeds, bubbles, rubs, and/or abrasions.

Condensation on windows, which may occur as the natural result of humidity within the house or building and interior/exterior temperature differentials, does not indicate a manufacturing defect and is not covered by this warranty.

Masterpiece reserves the right to discontinue or modify any of its products, including the

color thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Masterpiece be liable in the event replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering. If Masterpiece replaces any product under this warranty, it may substitute products designated by Masterpiece to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Other Conditions

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF MASTERPIECE. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A CUSTOMER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MASTERPIECE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF MASTERPIECE IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

How to Make a Claim

The property owner must promptly notify in writing the contractor or builder who installed the window(s) in order to provide an opportunity to investigate the claim and examine the product claimed to be defective.

Masterpiece will be notified of the claim by copy of the contractor/ builder's report to the distributor. Masterpiece will then investigate the claim. If a defect is covered by this warranty is confirmed, Masterpiece shall, within a reasonable amount of time after inspection, either repair or replace the defective product, per the terms of this warranty.

This warranty is effective on windows installed subsequent to January 1, 2003. For windows installed prior to January 1, 2003, the warranty that was in effect at the time of the window installation is the warranty that applies.

In the event that your installer/ dealer is no longer available, contact our Warranty Services representatives at 1-858-391-3344. FAX 1-858-391-3345