**Superseal Lifetime Transferable Limited Warranty**

**Effective May 8, 2011**

**1. EXPRESS WARRANTIES.**

This Limited Warranty covers window and door products of Seal Asset, LLC dba Superseal Windows & Doors ("Superseal") except for products which may be specifically sold subject to other written limited warranty terms or which are specifically identified as being sold "as is" ("Superseal Product"). This Limited Warranty is available without restriction to the person to whom the Superseal Product was originally sold for purposes other than resale (the "First Purchaser") and it may be transferred to subsequent owners, subject to the following: all time periods for the Limited Warranty contained herein to owners of the Superseal Product, other than the First Purchaser, shall be the lesser of ten (10) years, or the remaining period specified from the date of manufacture.

**A. Lifetime Limited Warranty: Vinyl Mainframe.** Except as otherwise provided herein, Superseal warrants that the vinyl mainframe on Superseal Product will not rust, chip, flake, blister or peel under normal use and service, for as long as the product is owned by the First Purchaser. Paint is not considered to be part of the vinyl mainframe on Superseal Product, and is covered under section F, below. In the event the product fails to conform to the express warranties described herein, the sole and exclusive remedy is that Superseal will, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof.

**B. Lifetime Limited Warranty: Insulated Glass Hermetic Seal.** Except as otherwise provided herein, Superseal warrants that for as long as the product is owned by the First Purchaser, insulated glass glazed in its products shall be free from any material obstructions of vision due to fogging, film formation and/or dust collection between the interior surfaces of the glass that result solely from a failure of the hermetic seal, under normal use and service, unless the failure of the hermetic seal is caused by glass breakage.

**1. Dual IG Product.** In the event that insulated glass in Superseal Product having two panes of glass ("Dual IG Product") fails to conform to the express warranties described herein, during the first twenty (20) years after the date of manufacture, the sole and exclusive remedy is that Superseal will, at Superseal's sole option and discretion, either repair or provide replacement Dual IG Product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof. After twenty (20) years from the date of manufacture Superseal's obligations under this warranty shall be limited to the First Purchaser and shall be limited to granting a thirty (30) percent credit toward a purchase by First Purchaser against, at Superseal's sole option and discretion, the then current list price of comparable new Superseal replacement materials, or Superseal wholesale replacement product if comparable Superseal replacement materials are no longer available.

**2. Triple IG Product.** In the event that insulated glass in Superseal Product having three panes of glass ("Triple IG Product") fails to conform to the express warranties described herein, during the first ten (10) years after the date of manufacture, the sole and exclusive remedy is that Superseal will, at Superseal's sole option and discretion, either repair or provide replacement Triple IG Product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof. After ten (10) years from the date of manufacture Superseal's obligations under this warranty shall be limited to the First Purchaser and shall be limited to granting a thirty (30) percent credit toward a purchase by First Purchaser against, at Superseal's sole option and discretion, the then current list price of comparable new Superseal replacement materials, or Superseal wholesale replacement product if comparable Superseal replacement materials are no longer available.
For products and accessories installed in a structure other than a single family dwelling, the warranty periods shall be:

**A. WINDOWS AND DOORS**

- **Five (5) Year Limited Warranty:** Non-Impact Replacement Products.
- **Ten (10) Year Limited Warranty:** Non-Impact Replacement Products.
- **Twenty (20) Year Limited Warranty:** Impact Glass.
- **Lifeline and Seal**
  - For products with inert gas fill, the lifetime of the inert gas fill is **25** years from the date of manufacture. However, the performance of an individual unit with inert gas fill cannot be guaranteed, and the original fill rate of inert gas will be maintained during the product's lifetime.

**II. LIMITATIONS AND DETAILS OF SUPERSEAL'S EXPRESS WARRANTIES.**

**A. Superseal Windows and Doors**

- **Defective Product:** A window or door shall be considered defective if it fails to conform to the express warranties described herein, during the first ten (10) years from the date of manufacture. The warranty period for a product or part thereof shall be limited to ten (10) years from the date of manufacture. During the first ten (10) years from the date of manufacture, the sole and exclusive remedy is that Superseal will, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof. After ten (10) years from the date of manufacture, Superseal's obligations under this warranty shall be limited to granting a thirty (30) percent credit toward a purchase by First Purchaser against, at Superseal's sole option and discretion, the then current list price of comparable new Superseal replacement materials, or Superseal whole replacement product if comparable Superseal replacement materials are no longer available.

**B. Limitations and Details of Superseal's Express Warranties:**

- **Improper Installation:** Including failure to follow manufacturer's guidelines and/or failure to install in accordance with accepted construction practices or applicable building codes.
- **Improper or Inadequate Use:** Use, abuse, or neglect of the product, including use beyond the rated capacity of the product, the manufacturer, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof.
- **Exclusions:** Any glass units having any dimensions greater than those listed in Superseal's standard catalog.
- **Installation:** In installations of products in environmental conditions above certified performance levels or exceeding design standards.
- **Lead Content:** Lead content in the glazing system.
- **Glass Breakage or Seal Failure:** At locations above 3,500 feet above sea level, if product is not ordered with a breather or capillary tube system.
- **Excessive Humidity:** Condensation or frost on exposed surfaces (NOTE: condensation or frost on exposed surfaces is not a defect, but in a result of excessive humidity).
- **Instability:** In swimming pools, spa or hot tubs or other rooms with high humidity conditions.
- **Air Flow:** Airflow to products, including draperies or storm panels.
- **Deposition:** Prolonged or excessive exposure to moisture or condensation.
- **Defective Products:** Any glass or glazing products not manufactured, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof.

**C. Express Warranties:**

- **Improper Installation:** Including failure to follow manufacturer's guidelines and/or failure to install in accordance with accepted construction practices or applicable building codes.
- **Improper or Inadequate Use:** Use, abuse, or neglect of the product, including use beyond the rated capacity of the product, the manufacturer, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof.
- **Exclusions:** Any glass units having any dimensions greater than those listed in Superseal's standard catalog.
- **Installation:** In installations of products in environmental conditions above certified performance levels or exceeding design standards.
- **Lead Content:** Lead content in the glazing system.
- **Glass Breakage or Seal Failure:** At locations above 3,500 feet above sea level, if product is not ordered with a breather or capillary tube system.
- **Excessive Humidity:** Condensation or frost on exposed surfaces (NOTE: condensation or frost on exposed surfaces is not a defect, but in a result of excessive humidity).
- **Instability:** In swimming pools, spa or hot tubs or other rooms with high humidity conditions.
- **Air Flow:** Airflow to products, including draperies or storm panels.
- **Deposition:** Prolonged or excessive exposure to moisture or condensation.
- **Defective Products:** Any glass or glazing products not manufactured, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof.

**D. Warranty Periods:**

- **Five (5) Year Limited Warranty:** Non-Impact Replacement Products.
- **Ten (10) Year Limited Warranty:** Non-Impact Replacement Products.
- **Twenty (20) Year Limited Warranty:** Impact Glass.
- **Lifeline and Seal**
  - For products with inert gas fill, the lifetime of the inert gas fill is **25** years from the date of manufacture. However, the performance of an individual unit with inert gas fill cannot be guaranteed, and the original fill rate of inert gas will be maintained during the product's lifetime.

**E. WARRANTY DISCLAIMER**

Except as otherwise provided in the event the product fails to conform to the express warranties described above within the stated time period, the sole and exclusive remedy is that Superseal will, at Superseal's sole option and discretion, either repair or provide replacement product, part or parts for any defective product or part thereof, or refund the original purchase price or original catalog list price, whichever is lower, of the defective product or part thereof. If the remedy selected is provision of replacement product, part or parts for any defective products or parts thereof, Superseal will pay for the freight to deliver the replacement materials to the product where the defective products or parts thereof were first delivered from Superseal's factory. Any freight or delivery charges beyond that destination will be the responsibility of the Buyer. Superseal may disallow any claims otherwise covered by Superseal's Lifetime Limited Product Warranty if Superseal does not receive notice from the First Purchaser within the stated time period. If the claim is still being processed by Superseal at the time the Buyer receives the replacement product, part or parts thereof, the Buyer will be responsible for all handling, labor, disposal, reassembly, reinstallation or installation costs. Provision of replacement parts does not extend the warranted time period for any product.