
Limited Lifetime Window Warranty

Builders FirstSource – South Texas, L.P. (“Builders FirstSource”) provides the warranties stated below to the original homeowner of the house (the “Original Homeowner”) in which Builders FirstSource Spectrum Vinyl Windows (the “Windows” or individually the “Window”) are originally installed. If a Window is found to be defective during the applicable warranty period, Builders FirstSource will, at its sole option, repair the defect or ship a replacement product to the Original Homeowner at no charge. In lieu of repair or replacement, Builders FirstSource may, at its sole option, refund the amount paid for the Window (prorated over the expected life of the Window and excluding installation charges) to the Original Homeowner or provide supplemental components sufficient to cure the defect.

Window Warranty

The individual components of the Windows are warranted for various periods of time as set forth in this paragraph. The insulated glass unit on all Windows is warranted for a period of ten (10) years from the date the Windows were originally purchased from Builders FirstSource – South Texas, L.P. (the “Original Purchase Date”). Failure of the seal is evidenced by moisture (fog) between the glass that obstructs vision. The vinyl components of the aforementioned products are warranted against defects in material and workmanship for as long as the Original Homeowner owns and resides in the house in which the Windows were originally installed. All hardware items (locks, balances, rollers, etc.) are warranted against defects (excluding defects in finishes) for a period of two (2) years from the Original Purchase Date. Work performed by Builders FirstSource to repair a failure of the insulated glass unit or vinyl components or hardware items covered by this Warranty is warranted for a period of one (1) year from the Original Purchase Date. After one (1) year following the Original Purchase Date, this Warranty will not cover any work performed on the Windows.

Claims

Claims under this warranty must be asserted within ninety (90) days after the date the defect is first discovered, or reasonably could have been discovered, by sending written notice to Builders FirstSource – South Texas, L.P. at the address set forth above. Any claim must be in writing and contain (i) the Original Homeowner’s name, address, and telephone number, (ii) a description of the product involved, including without limitation the product number if available, (iii) proof of Original Purchase Date, and (iv) nature of the alleged defect and any relevant information in the Original Homeowner’s possession. The Original Homeowner must provide Builders FirstSource with an opportunity to inspect all of the Windows with regard to which a defect is claimed at times reasonably requested by Builders FirstSource and with inspectors and inspection and testing methods selected by Builders FirstSource. The Original Homeowner must also provide Builders FirstSource with all information and evidence reasonably requested by Builders FirstSource.

Warranty Work

Builders FirstSource may perform any warranty work hereunder either itself or by other parties selected by Builders FirstSource. The performance of any warranty work hereunder or the provision of any replacement shall not in any way extend the term of the warranty. If Builders FirstSource elects to replace any product under this warranty, if such product is no longer readily available, Builders FirstSource may select a replacement that it reasonably deems comparable or superior in performance and appearance. Replacements may not exactly match any original.

Limitations

This warranty is void if (i) another glass manufacturer replaces or repairs the glass; (ii) surface tint films are applied to the surface of the glass; or (iii) the Windows are exposed to sandblasting, chemicals, paints, stains, or other coatings. Builders FirstSource is not responsible for (i) damage caused by casualty (including without limitation accident, vandalism, fire, explosion, wind, hail, foreign objects, or other Acts of God), abuse, misuse, atmospheric pollution, acid rain, harmful chemicals or fumes, or cleaning products, (ii) negligence of parties other than Builders FirstSource in the design of the product, (iii) failure due to stress crack or thermal shock, (iv) damage caused by improper storage, faulty or improper installation, or installation that is not in conformity with Builders FirstSource's installation instructions, (v) damage caused by installation of parts (including without limitation parts manufactured by Builders FirstSource) that are not recommended by Builders FirstSource for installation with the Windows, (vi) damage caused by use of a frame, jamb, or accessory that does not properly receive or secure the Window, (vii) damage caused by failure to provide reasonable and necessary maintenance, or (viii) normal weathering. Slight glass curvature, minor scratches, or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision are not covered defects. Condensation on the inside of the Window, but not between the plates of glass constituting the Window, is a result of moisture problems within the house and is not a defect in the Window.

This warranty only applies to Windows sold on or after July 1, 2004. Windows and/or screens are not designed to prevent forced entry or to prevent persons, animals, or objects from falling through them. This warranty is not transferable, and applies only while the Original Homeowner owns and resides in the house in which the Windows were originally installed. No employee, representative, or agent of Builders FirstSource or its affiliates nor any other person has authority to assume or incur any liability, responsibility or obligation with regard to the Windows other than those set forth herein or to amend or modify the terms hereof. Except as specifically set forth above, this warranty does not cover any costs for labor, removal, transportation, shipping, taxes, or installation. It is the sole responsibility of the architect, building contractor, or homeowner, not Builders FirstSource, to select Windows that comply with applicable building codes and ordinances.

The entire liability of Builders FirstSource under this warranty is expressly limited to the remedies set forth in the first paragraph of this warranty. Builders FirstSource may select any such remedy at its sole option. Builders FirstSource's liability will in no event exceed the original cost of the defective Windows that it provided.

Except as set forth above, all products are sold on an "AS IS, WHERE IS" basis. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES, OR WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN EQUITY OR AT LAW, OR IN CONTRACT OR TORT), INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. Any warranty that exists despite this disclaimer is limited to one (1) year. IN NO EVENT SHALL THE ORIGINAL HOMEOWNER OR ANY OTHER PARTY BE ENTITLED TO RECOVER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR OTHER COMMERCIAL LOSS AND INCLUDING ANY DAMAGE TO THE RESIDENCE, ITS CONTENTS OR ITS OCCUPANTS, HOWEVER ARISING. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR CERTAIN LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND, THEREFORE, SOME OR ALL OF THE IMMEDIATELY PRECEDING PARAGRAPH MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS. OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE, MAY BE AVAILABLE. THIS LIMITED WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM THE MANUFACTURER, AND THE MANUFACTURER'S LIABILITY IS LIMITED TO THE PROVISIONS OF THIS LIMITED WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OF ANY OTHER THEORY OR CAUSE OF ACTION.

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