

# LIFETIME LIMITED WARRANTY

## What and Who is Covered and for How Long?

This warranty covers Paradigm windows sold only in the contiguous forty-eight states of the United States of America.

Paradigm Windows, subject to the conditions and limitations set forth below, warrants its **VINYL WINDOWS** to be free from manufacturing defects during the lifetime of the original purchaser so long as he/she retains ownership of the property in which the windows were installed.

Paradigm, subject to the conditions and limitations below, warrants its **WINDOWS UTILIZING WOODEN SEAT BOARDS** to be free from manufacturing defects for ten (10) years following installation.

**5-year Full-Coverage Warranty for Vinyl Windows:** For original purchasers who complete and return the warranty registration card and subject to the limitations and conditions below, Paradigm will repair or replace (including the cost of removal of the defective product and/or installation of replacement product), at Paradigm's sole option but at no cost to the original purchaser, any Paradigm vinyl window proven to be defective during a 5-year period from date of installation. Paradigm's maximum liability under the full-coverage warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor in connection with the repair or removal of the original product and/or installation of the replacement product.

After the expiration of the 5-year full-coverage warranty and subject to the limitations and conditions below, Paradigm will repair or provide replacement product, at Paradigm's sole option, free of charge for the repair or the replacement product, for any Paradigm vinyl window proven to be suffering from a manufacturing defect during the applicable warranty period up to a maximum liability equal to the cost of the window required to replace the defective product. Paradigm shall in no event be liable for labor charges or other expenses whatsoever in connection with removal of the original product or installation of the replacement product. However, in lieu of replacement or repair, Paradigm, at its sole discretion, reserves the right to refund the manufacturer's suggested retail price of the window at the time the window was purchased by the original purchaser.

In the event of repair or replacement pursuant to terms of this warranty, the warranty coverage in effect at the time the warranty claim was made shall continue to apply to the repaired or replacement product for the balance of the warranty period in effect at the time the warranty claim was made.

**Warranty Coverage for Windows Utilizing Wood Seat Boards, Vinyl Windows in Non-Residential Applications, to Subsequent Purchasers and for Windows without Warranty Registration:** Subject to the limitations and conditions below, Paradigm will repair or provide replacement product, at Paradigm's sole option, free of charge for the repair or the replacement product, for any Paradigm window proven to be suffering from a manufacturing defect during the applicable warranty period up to a maximum liability equal to the cost of the window required to replace the defective product. Paradigm shall in no event be liable for labor charges or other expenses whatsoever in connection with removal of the original product or installation of the replacement product. However, in lieu of replacement or repair, Paradigm, at its sole discretion, reserves the right to refund the manufacturer's suggested retail price of the window at the time the window was purchased by the original purchaser.

In the event of repair or replacement pursuant to terms of this warranty, the warranty coverage in effect at the time the warranty claim was made shall continue to apply to the repaired or replacement product for the balance of the warranty period in effect at the time the warranty claim was made.

## Limitations and Conditions:

In the event the original purchaser sells the property in which the **VINYL WINDOWS** are installed, the coverage provided by this warranty will be limited to only the next subsequent owner and will be twenty (20) years (or ten (10) years for a **WINDOW UTILIZING A WOODEN SEAT BOARD**) from the date of product installation. Furthermore, the lifetime coverage offered by this warranty is applicable only to individual homeowners and does not apply to products installed in commercial construction or any other type of building not used by individual homeowners as their residence. For purchasers of **VINYL WINDOWS** to whom the lifetime warranty does not apply, the warranty period will be twenty (20) years following the date of installation.

Paradigm shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage or by installation not in strict adherence with Paradigm's written instructions.
- B. Any damage to the product caused by impact of foreign objects (except to window panes as provided above), extremes of weather or other acts of God, or by fire, explosion or other casualty, by insects or other vermin.
- 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.

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

Paradigm shall have sole discretion to determine, whether the product has experienced normal weathering. If the product weathers to a degree determined by Paradigm to be beyond normal, Paradigm shall select, at its sole option, one of the options noted in the fourth paragraph of this warranty.

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

Paradigm 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 Paradigm 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 Paradigm replaces any product under this warranty, it may substitute products designated by Paradigm to be of comparable quality or price range in the event the product being replaced has been discontinued or modified.

**THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PARADIGM BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF PARADIGM IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE WAIVER OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

In the event any of the exclusions or limitations in this warranty are prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

## How to Make a Claim:

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

Paradigm will be notified of the claim by copy of the contractor/builder's report to the distributor. Paradigm will then investigate the claim. If a defect covered by this warranty is confirmed, Paradigm shall, within a reasonable amount of time after inspection, either repair or replace the defective window or refund that amount paid by the original purchaser for the window, per terms of this warranty. Your Paradigm fabricator is:

Paradigm Window Solutions  
P.O. Box 10109  
Portland, ME 04104-0109  
1-877-9WINDOW

This warranty is effective on windows installed subsequent to January 1, 2001. Failure to return the attached warranty registration certificate shall not void the warranty terms, except that the lifetime warranty and the 5-year full-coverage warranty shall be applicable only to customers who return the attached warranty registration certificate to verify who is the original purchaser and the date of installation.