



HOMEOWNER LIMITED LIFETIME WARRANTY Windows and Patio Doors

Subject to the terms and conditions stated herein, Vistamark Enterprises warrants to the end use Original Purchaser that under the conditions of normal use and service, all window and /or patio door products manufactured by Vistamark Enterprises including mechanical parts and components and insulated glass will be free from significant defects in material and workmanship that may unreasonably affect their performance in normal use for the lifetime of the product.

In the event the original purchaser sells the property in which the products are installed, the coverage provided by this warranty may be transferred to the new owner and will expire ten (10) years from the manufacture date of the product. The coverage provided by this warranty may not be transferred to any subsequent owners.

Insulated Glass units glazed by Vistamark Enterprises in to windows and doors manufactured by Vistamark Enterprises shall be free from material obstruction of vision as a result of film accumulation on interior glass surfaces resulting exclusively from failure of the hermetic edge seal from sources other than glass breakage or cracking. This is a pass-through warranty from the manufacturer of the insulated glass component.

The insulated glass component of this warranty excludes any and all problems with the product or damage to the product caused by, or as a result of, (a) minor blemishes in the glass that do not significantly impair the structure or vision through the glass including slight glass curvature; (b) color variations or variations of the glass or coatings required by codes for energy saving purposes; (c) glass breakage for any cause or any reason; (d) subjection to stresses arising from glass surface temperature differentials or building settlement or movement; (e) condensation on the external surfaces of the window or glass; (f) transportation or installation of the glass products in excess of 4000 feet above sea level unless equipped with capillary or breather tubes; (g) misalignment of exterior or interior grids or muntins of 1/8" or less from absolute perfect position; (h) improper application, alteration, modification or misuse of the insulated glass units, including the application of aftermarket films to the glass.

The warranties described above cover only issues specifically involved in manufacturing the product and do not include damages caused by or as the result of (1) the improper installation or improper use of the product or products by the Original Purchaser, his agents, assigns, or invitees; (2) the improper application or use of the product; (3) any modification or alteration to the product; (4) accidents, vandalism, fire, floods, and acts of God; (5) the failure to perform reasonable and necessary maintenance on the product or products; (6) neglect in handling, abuse, or improper storage of the product; (7) stresses caused by movement in the structure in to which the product was installed; (8) exposure of the product to excessive heat or cold beyond naturally occurring conditions; (9) the application of harmful cleaning solutions or products, including but not limited to, high pressure washing, acetone, petroleum products, acids, or abrasive compounds; (10) slight fading and/or color variations caused by normal aging or weathering; (11) damaged screens; (12) installation of the product or products outside the contiguous United States.

A new replacement part will be provided upon receipt of the original defective part or Vistamark Enterprises validation of the complaint. Vistamark Enterprises reserves the right to require return of the defective part(s). Labor of any kind or costs to remove the defective part and/or to install the replacement unit is not included in this warranty. Vistamark Enterprises shall bear no other expense of any kind and the Original Purchaser's exclusive remedy shall be replacement or credit on the basis stated. The Original Purchaser shall pay all labor costs necessary to install replacement units.

Vistamark Enterprises reserves the right to discontinue or make changes in the unit and/or in any of its insulating windows or doors or any other products. If the unit covered by this Limited Warranty is not available, in the event of replacement of a non-conforming unit, Vistamark Enterprises shall have the right to substitute a replacement unit that, in Vistamark Enterprises's sole discretion, is of equal quality or value.

Vistamark Enterprises is providing an express Limited Warranty as set forth herein. Vistamark Enterprises cannot and shall not be liable for a breach of any other written or oral express warranties, such as those, if any, given by dealers, contractors, applicators, installers, or distributors of the units and/or of the Vistamark Enterprises insulated windows and doors containing the units.

THE WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED WARRANTIES AND OF ANY OTHER OBLIGATIONS OR LIABILITIES ON VISTAMARK ENTERPRISES' BEHALF. VISTAMARK ENTERPRISES NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR US, ANOTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT. VISTAMARK ENTERPRISES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS, WRITTEN, ORAL, OR IMPLIED WARRANTIES. YOUR EXCLUSIVE REMEDY SHALL BE REPLACEMENT OR CREDIT ONLY ON THE TERMS STATED IN THIS EXPRESS LIMITED WARRANTY. Some states do not allow the exclusion of incidental or consequential damages so the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

Claims under this Limited Warranty must be presented in writing as soon as practicable after discovery of the non-conforming unit to:

Vistamark Enterprises, LLC.
Warranty Claim
3637 N. Hwy 77
Suite C
Waxahachie, Texas 75165

The submitted claim must (1) describe the nature of the claim; (2) provide the date of installation of the unit; (3) furnish the name and contact information of the installation dealer or contractor; (4) provide proof that the claimant is the Original Purchaser, and: (5) state the Original Purchaser's name, address, and telephone number.