



[www.ThompsonCreek.com](http://www.ThompsonCreek.com)

## Transferable Double Limited Lifetime Warranty

THIS IS A MANUFACTURER AND LABOR WARRANTY PROVIDED BY THOMPSON CREEK WINDOW COMPANY ("THOMPSON CREEK") TO YOU, THE ORIGINAL CONSUMER PURCHASER ("OWNER"). WARRANTIES ARE AVAILABLE FOR INSPECTION PRIOR TO SIGNING OF THE SALES AGREEMENT.

### If You Purchased Thompson Creek TC 900 Series Windows:

**BASIC WINDOW UNIT:** The rigid vinyl in the window(s) is warranted against chipping, cracking, peeling, pitting, or blistering for as long as the Owner owns and resides in the house in which the window(s) was installed.

**MOVING PARTS:** Moving parts, such as balances on double hung window(s) and locking mechanisms in all windows, are warranted for as long as the Owner owns and resides in the house in which the window(s) was installed.

**FIBERGLASS SCREENS:** The materials used in manufacturing screens are warranted for as long as the Owner owns and resides in the house in which the window(s) was installed.

**INSULATED GLASS UNIT:** The sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation or moisture collection due to failure of the hermetic seal between the interior glass surfaces of the insulating unit for as long as the Owner owns and resides in the house in which the window(s) was installed. Material obstruction is herein defined in a manner consistent with the federal allowable defects specifications contained in DD-G-451d, G-735, which provide for controlled limits pertaining to seeds, inclusions, or scratches in glass.

**GLASS BREAKAGE:** The glass in the sealed insulated glass unit is warranted against accidental glass breakage for as long as the Owner owns and resides in the house in which the window(s) was installed.

**CAULKING:** Any caulking used to seal the window frames or trim package against water or air penetration is warranted for as long as the Owner owns and resides in the house in which the window(s) was installed.

**LABOR:** Thompson Creek will perform all work in a professional manner using high-quality materials and supplies and in conformance with applicable building code standards. Thompson Creek warrants to the Owner that the installation work performed by Thompson Creek will be free of defects due to workmanship for as long as the Owner owns and resides in the house in which the window(s) was installed.

**COLOR COATING:** Thompson Creek's heat-reflective polyurethane coatings are warranted against cracking, peeling, chalking, delaminating, blistering, flaking and significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions for a period of fifteen (15) years from the date of installation.

### If You Purchased a Thompson Creek Gutter System:

**GUTTER:** The gutter is warranted against cracking, chipping, blistering, pulling away from the fascia board, or peeling for as long as the Owner owns and resides in the house in which the Gutter System was installed.

**CLOG FREE:** The Gutter System will not clog and will remain free-flowing for as long as the Owner owns and resides in the house in which the Gutter System was installed, provided that the gutters and downspouts are not externally damaged so as to impede the surface tension adhesion and/or internal flow of roof rain water. This warranty applies only to the Thompson Creek Gutter System and does not apply to any underground drain systems.

**LABOR:** Thompson Creek will perform all work in a professional manner using high-quality materials and supplies, and in conformance with applicable building code standards. Thompson Creek warrants to the Owner that the installation work performed by Thompson Creek will be free of defects due to workmanship for as long as the Owner owns and resides in the house in which the Gutter System was installed.

### If You Purchased Other Products from Thompson Creek:

**LABOR:** Thompson Creek will perform all work in a professional manner using high-quality materials and supplies and in conformance with applicable building code standards. Thompson Creek warrants to the Owner that the installation work performed by Thompson Creek will be free of defects due to workmanship for as long as the Owner owns and resides in the house in which the product(s) was installed.

**OTHER PRODUCTS:** When you purchase a product that is not manufactured by Thompson Creek, Thompson Creek will provide to you all manufacturers' product warranties applicable to your purchase. Thompson Creek will have no liability and gives no warranty for any item covered by a manufacturers' product warranty.

## **HOW TO OBTAIN WARRANTY SERVICE:**

To submit a claim, a copy of this warranty and a copy of the Owner's sales agreement must be submitted in writing by registered mail to Thompson Creek at 5000 Philadelphia Way, Lanham, Maryland 20706, along with a brief explanation of the claim. Claims must be submitted to Thompson Creek promptly after discovery of the claimed defect and within the applicable warranty period. Thompson Creek will then schedule an appointment to inspect the premises and the warranty claim within a reasonable period of time after having received the claim. Except as to the clogging of the Gutter System (which is discussed below), if after inspection, Thompson Creek determines that a valid claim exists under one or more of the warranties, Thompson Creek will repair, re-install, replace, or refund the purchase price of the failing Thompson Creek product or service, at Thompson Creek's option. As to the clogging of the Gutter System, in the unlikely event that the gutter system and/or downspout are clogged, Thompson Creek, at its sole option, shall either unclog or replace the impeded gutter and/or downspout section at no cost to the Owner. In the event that the hood is damaged, Thompson Creek shall replace the damaged section of the hood only at no cost to the Owner. If Thompson Creek determines to replace any or all product(s), and if such product(s) as originally installed are no longer available, Thompson Creek shall have the right to substitute product(s) designated by Thompson Creek to be of equal quality. Replacement of a product or component does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. If, at Thompson Creek's option, a purchase price refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement, or removal of Thompson Creek's products shall become the sole responsibility of the Owner. No warranties are valid unless and until the Owner has made full payment under the original Thompson Creek's sales agreement and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

## **WHAT IS NOT COVERED:**

These warranties are granted by Thompson Creek to the Owner only and only materials purchased from and installed by Thompson Creek are covered by these warranties. All warranties terminate immediately upon the transfer of home ownership, unless the terms of transfer are met (see "How to Transfer These Warranties"). All warranties assume normal and reasonable use of Thompson Creek-installed products or components. Minor color or textural variations from lot to lot of product are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of Thompson Creek, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any Thompson Creek-installed products or components by other than Thompson Creek, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use, vandalism, or pollution. While Thompson Creek windows have passed a design pressure test and achieved a minimum DP-40 rating (per AAMA/WDMA/CSA 101/IS2/A440-05 test standards), if local weather conditions exceed these tested conditions, water may penetrate the home. While rare, such an event does not constitute a product defect. In no event shall Thompson Creek be obligated or liable for incidental, special, indirect, or consequential damages of any kind for water penetration resulting from local weather conditions exceeding the DP-40 rating. These warranties also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product and/or caulking as reasonably necessary. These warranties do not apply to damages due to or arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved.

The Gutter System **WILL NOT ELIMINATE OR HELP ELIMINATE ICE FORMATION OR ICICLES ON THE OWNER'S EAVES**. Ice formation is mostly caused by factors not related to the Gutter System. In fact, the Owner(s) will probably see more ice (icicles) on the outside of the Gutter System, as conventional gutters tend to collect ice inside the trough whereas the Gutter System is shaped to discourage anything from entering the trough except (liquid) water. **THEREFORE, IT IS NORMAL TO SEE ICICLES ON THE OUTSIDE OF THE GUTTER SYSTEM. THIS CONDITION CAN BE SEVERE IN SITUATIONS WHERE THERE IS EXCESSIVE HEAT LOSS FROM THE OWNER'S ROOF. PLEASE EXAMINE YOUR ROOF AND EAVES ON A REGULAR BASIS IN COLD WEATHER AND SAFELY CLEAR OFF ANY DANGEROUS OR OVERHANGING ICICLES.** Thompson Creek makes no representation regarding the elimination or prevention of ice formation with the installation of the Gutter System. In regions where tree sap or pine resin is prevalent in excessive amounts, the exposed surface of the Gutter System may require periodic rinsing to prevent organic build-up and minor runoff. The geographic location, the quality of the atmosphere, and other local factors may contribute to the severity of these conditions. This warranty applies to the Gutter System only, and does not apply to any underground drain systems. This warranty does not cover leaves, debris, or any discarded foliage sticking to the hood of the Gutter System, or damage caused by falling tree limbs.

## **CONDENSATION/RAINWATER:**

Thompson Creek is not responsible for condensation that may form on a window resulting from pre-existing conditions in the Owner's home and/or environmental conditions such as external temperatures and humidity levels. Reducing the humidity in the home will often remedy any condensation problems. Especially following heavy rains, the Owner may observe rainwater in the sill tracks of certain windows. This is normal and does not constitute a product defect. The water will weep out through the sill with time.

## **WHAT VOIDS THESE WARRANTIES:**

Installation, removal, painting, repair, adjustment, tampering, or re-installation of any Thompson Creek products or components by other than Thompson Creek voids any and all warranties within this document, and Thompson Creek expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

## **REMEDIES AND RIGHTS:**

These warranties of Thompson Creek products and services are the only expressed warranties provided by Thompson Creek. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Thompson Creek any obligation, liability, or responsibility in place of or in addition to these warranties. **IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION BY THE ORIGINAL OWNER (OR SECONDARY HOMEOWNER AS PER THE BELOW STATED CONDITIONS FOR TRANSFER) OF THE HOME ON WHICH THOMPSON CREEK PRODUCT IS INSTALLED. EXCEPT FOR THE WARRANTY PROVIDED HEREIN THOMPSON CREEK MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THOMPSON CREEK'S LIABILITY TO OWNER (OR ANY SECONDARY HOMEOWNER) UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY THOMPSON CREEK FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE OWNER. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL THOMPSON CREEK BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF THOMPSON CREEK PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

## **HOW TO TRANSFER THESE WARRANTIES:**

Subject to the other terms and conditions contained in this document, these warranties are transferable by the Owner to a subsequent homeowner of the home where the products are installed. The Owner may transfer these warranties only once, and the transferee will then step into the shoes of the Owner for purposes of these warranties. To transfer these warranties, the Owner must request by certified mail, within 30 days of settlement, an inspection and re-certification of Thompson Creek's products by Thompson Creek, and upon inspection and re-certification to the satisfaction of Thompson Creek or upon Thompson Creek's waiver of such inspection and re-certification, these warranties shall transfer to the subsequent homeowner. Please mail your warranty requests to **Thompson Creek, ATTN: Warranty Transfer, 5000 Philadelphia Way, Lanham, Maryland 20706**. No other or further transfers of these warranties is permitted.