

Wallshell Glass Series Product 10-year Limited Warranty

1. Limited Warranty Coverage

Frame: lifetime

Wallshell warrants for lifetime that the aluminum sash and frame parts, including handlers and locks, will be free from defects.

Glass: 10 years

Wallshell warrants for 10 years that the insulated glass will not develop a build-up of moisture between the panes of glass.

Wallshell, at its discretion, will supply either replacement glass or a full panel.

Covered Person

This Limited Warranty is extended to the purchaser of the Product and (1) the original owner of the structure to which the Product is first applied, and (2) the first transferee of such structure after the Product is applied (collectively, a "Covered Person"). This Limited Warranty extends from the date of purchase of the Product for a period of ten (10) years, so long as the structure shall remain owned by a Covered Person.

2. Warranty Exclusions

The following conditions are not covered by this Wallshell warranty:

- Normal wear and tear, including natural weathering and fading of exterior color.
- Improper installation, use or maintenance.
- Uses of non-Wallshell certified parts or accessories in conjunction with the product(s).
- The workmanship of any installer of the product.
- Small scratches, marks, slight glass curvature or other minor imperfections in the glass or aluminum frame.
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Water infiltration other than as the result of a defect in manufacturing or materials in normal use conditions.
- Corrosion of hardware and painted surfaces in coastal areas or oceanic climate.
- Incidental and consequential damage.
- Chemical burns/discoloration due to use of harsh cleaning products or other agents
- Abuse, damage during transit or installation, mishandling, tampering, vandalism, alterations, accidents, fires, floods, storms, earthquakes, power surges, lighting, house settling, pets or other animals, insects, and/or their hives or nests, negligence, or any other act of God.
- Discoloration, flaking or cracking of anodized or painted finish in Desert Areas.
- Oversized or undersized products because of wrong dimensions provided by customer or his/her representatives or agents.
- Improper use of this residential products in commercial application or any non-compliance of local building codes.

3. Conditions

Wallshell will honor claims under this Limited Warranty ONLY if all the following conditions are satisfied:

- A. The Covered Person provides satisfactory proof to Wallshell of the date of Product purchase and that the claimant is a

Covered Person under this Limited Warranty.

- B. The Product was properly stored at all times between purchase and installation, per published installation guidelines.
- C. The Product was installed by the state licensed contractors, and at all times has been maintained in accordance with Wallshell's published installation and maintenance instructions, all applicable building codes, and all other laws, rules, regulations and ordinances.
- D. The Covered Person delivered to Wallshell written notice of any claimed defect or failure covered by this Limited Warranty within ten (10) days after discovery, and prior to commencement of any permanent repairs. Such notice shall be on Wallshell's standard warranty claim form and must include the information specified in Section 4 below.
- E. Upon discovery of the claimed defect or failure, the Covered Person immediately, and at the Covered person's own expense, provides for protection of all property that could be affected by the claimed defector failure until such claimed defect or failure is remedied in accordance with the terms of this Limited Warranty.
- F. Before any permanent repair to the Product, the Covered Person must allow Wallshell or Wallshell's designated representative to enter the property and structure where the Product is installed and examine, photograph and take samples of the Product as needed.

4. Claims

All warranty claims must be submitted in writing and must describe, in detail, the claimed defect or failure, and if a Warranty Registration Cards is not on file, it must be accompanied by proof of the date of purchase, the name of the builder responsible for installing the Product, and that the claimant is the Covered Person. Photos of the Product, showing the defect or failure, should accompany the notice. All notices concerning this Limited Warranty should be sent to Walpanel, Inc. at the address published on the website of www.wallshell.com.

5. Remedy

If any Product proves to be defective or otherwise in breach of this Limited Warranty during the Warranty period, Wallshell will, in its sole discretion, provide the Covered Person with either one of the following remedies:

- A. Replacement Product for the defective portion of the Product.
- B. Subject to the below limitation, reimbursement for losses actually incurred by the Covered Person as a result of the defect of breach of warranty, up to twice the depreciated retail cost of the defective portion of the Product. During the first 3 years that this Limited Warranty is in effect, the depreciated retail cost shall be deemed to be the original purchase price at which the original owner purchased the Product; during the 4th year through the 10th year, the depreciated retail cost shall be reduced at the rate of 3% each year. After the 11th year, this remedy will not be available. Wallshell will not reimburse or pay and will not be responsible for any other costs, including, without limitation, (a) any costs associated with accessory materials, such as building paper, sheathing, fastener or framing, or (b) any labor costs and service charges, including, without limitation, any labor associated with disassembly or reinstallation. The foregoing shall be the sole and exclusive remedy and Wallshell's sole and exclusive obligation and liability with respect to any defect or breach of warranty claim relating to the Product.

6. Duration and Covered Person

This Limited Warranty will commence upon the date of purchase of the Product (irrespective of when the Product is installed) and continue for the covered period (described in section 1 above). This Limited Warranty does not, and shall not be interpreted to, extended to any person other than the Covered Person. This Limited Warranty may not be transferred or assigned except as expressly provided in section 1 above, and any other attempted transfer or assignment shall be null and void.

7. Disclaimer

The statements in this Limited Warranty constitute the only warranty extended by Wallshell for or with respect to the Product. WALLSHELL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCE THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the covered person in these states.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF WALLSHELL, OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR.

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

8. Exclusion of Incidental and Consequential Damages

TO THE FULL EXTENT ALLOWED BY LAW, IN NO EVENT WILL WALLSHELL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

9. Warranty Request Required Information

PLEASE KEEP THIS CERTIFICATE FOR YOUR RECORDS

Wallshell Glass Series Warranty Registration Form	
Purchase Date:	_____
Purchase Order Number:	_____
Dealer/Distributor Name:	_____
Dealer/Distributor Phone number:	_____
Homeowner name:	_____
Homeowner Address:	_____
Homeowner Phone Number:	_____
Installation Date:	_____
Installer Name:	_____
Installer Phone Number:	_____
Installer License Number:	_____