



*The Clear Choice Is Crystal*

# Limited-Lifetime Warranty

VISTA WINDOWS & DOORS // RESIDENTIAL / SINGLE-FAMILY

## 1. COVERAGE

Subject to the terms and conditions stated herein, Crystal Pacific Window & Door System, Inc. (hereinafter, "Crystal") warrants to the Original Purchaser that under normal conditions and usage, Crystal's Vista vinyl windows and doors ("Products") shall be free from the following defects in material and workmanship for the time periods and details specified herein.

This warranty applies exclusively to Crystal Products that are installed in the original purchaser's single-family residence.

### I. Lifetime: Vinyl Extrusions

Crystal warrants that its extruded vinyl sashes and frames shall be free from cracking, peeling, flaking, blistering, rotting or corrosion throughout the duration of the original purchaser's ownership of the property in which the Products are installed.

### II. Lifetime: Insulated Glass Units

Crystal warrants that its factory installed insulated glass units (IGU) shall be free from material obstruction of vision on the internal surfaces base upon hermetic seal failures throughout the duration of the original purchaser's ownership of the property in which the Products are installed.

### III. Lifetime: Mechanical Parts

Crystal warrants that its locks, keepers, pivots, tilt latches, shoes, balances, hinges, crank handles and other miscellaneous mechanical parts will be free from all manufacturing defects throughout the duration of the original purchaser's ownership of the property in which the Products are installed.

### IV. 10-Years: Labor

Crystal shall only be responsible for labor charges incurred in making said repairs for ten (10) years following warranty commencement. See '6. LIMITATION OF REMEDY'.

### V. 1-Year: Screens

Crystal warrants its screens will be free from all manufacturing defects for a period of one (1) year from the date of purchase.

## 2. COMMENCEMENT

The warranty period begins on the date indicated upon the original purchaser's proof of purchase. The original purchaser's sales receipt, contract, or invoice, relating to the Crystal Products, are the valid forms for proof of purchase.

## 3. EXCLUSIONS

Although Crystal does its best to assure its Products are of the highest quality, some things are out of Crystal's control. Crystal is not responsible for or makes no warranty to the following items that are not covered by this warranty.

Product failure, loss or damage due to:

- a) Normal wear and tear from usage or age, including natural fading.
- b) Improper installation, maintenance, handling, use, storage, finishing or modification (e.g., glass film, paint, parts, security systems).
- c) Non-factory applied finishes, sealants or caulking.
- d) Structural settlement, movement or vibration.
- e) Slight variations and curvature, minor scratches or marks, or other minor visual imperfections shall not be considered defects.
- f) Damage to glass as a result of installations at high elevations.
- g) Damage caused by extreme weather, temperature or humidity (e.g., condensation, frost, mold, mildew).
- h) Accidents, including accidental glass breakage.
- i) Misuse, neglect, vandalism, objects, fire, explosion, rioting, acts of war, acts of God or nature (e.g., earthquakes, hurricanes, tornadoes, floods).
- j) Exposure to elements, pollutants, harsh chemicals or compounds (e.g., acid rain, sealants, residue), including salt and coastal weather conditions.
- k) Corrosion of hardware and finishes in coastal areas (brass finish in all areas).
- l) Any other causes beyond the manufacturer's control and not related to the manufacturing process.

Crystal Products may contain inert gas that is intended to improve the thermal quality of the Products. However, the best manufacturing methods cannot guarantee that the initial fill rate of inert gas will be maintained during the Products' lifetime and Crystal makes no such guarantee. Crystal does not guarantee the presence of inert gas or any thermal performance related to inert gas.

#### 4. LIMITATION OF LIABILITY

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CRYSTAL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS LIMITED WARRANTY. CRYSTAL SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY USE OR PERFORMANCE OF THE PRODUCT(S) OR ARISING OUT OF ANY BREACH OF THIS LIMITED EXPRESS WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RESULTING FROM INCONVENIENCE, LOSS OF TIME OR PROPERTY, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION OF, REINSTALLATION OF PRODUCTS MANUFACTURED BY CRYSTAL. NOR SHALL CRYSTAL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SUCH DAMAGES IN THE EVENT THAT THIS WARRANTY IS NOT APPLICABLE OR APPLIED. IN ANY EVENT CRYSTAL'S LIABILITY OR RESPONSIBILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART(S), OR THE REFUND OF THE ORIGINAL SALES PRICE RECEIVED BY CRYSTAL FOR THE PRODUCT. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CRYSTAL OR A REPRESENTATIVE OF CRYSTAL HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NO CUSTOMER, DEALER, DISTRIBUTOR AND/OR REPRESENTATIVE OF CRYSTAL IS AUTHORIZED TO WAIVE, MODIFY OR EXPAND THIS WARRANTY IN ANY WAY, EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE LIMITATION OF INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### 5. WARRANTY CLAIM

A warranty holder may make a warranty claim by contacting either a local area Crystal dealer, or Crystal (Customer Service Department).

Claims must include:

- a) Claimant's name, address, and phone number.
- b) Description of the nature of the claim.
- c) Valid proof of purchase and a copy of this warranty.
- d) Identity of Crystal salesperson, dealer or distributor who installed Products.

Claimant's inability to provide the foregoing information may result in a denial of a warranty claim at Crystal's sole discretion. All claims must be made no more than thirty (30) days following the discovery of the defect or other basis of a claim covered by this warranty. Claims made after this time period will be excluded from warranty coverage. Crystal, under all circumstances, reserves the right to perform a field inspection of any Products upon which a warranty claim is made and charge the claimant administrative, inspection, shipping and/or delivery fees at Crystal's sole discretion. Mileage charges based upon the location of the field inspection may apply.

#### 6. LIMITATION OF REMEDY

Upon Crystal's determination that a warranted Product does not conform with the express warranties specified herein, the warranty holder's sole and exclusive remedy is that Crystal, at its sole option and discretion, will either repair, provide a replacement product or parts for the defective materials, or a refund of a prorated portion of the original sales price paid to Crystal. Crystal shall only be responsible for labor charges incurred in making said repairs for ten (10) years following warranty commencement. And Crystal shall only be responsible to provide labor and service to the Products warranted herein that are installed within 30 miles of an authorized Crystal dealer.

It is specifically understood and agreed that Crystal's liability under this warranty, whether in contract, or in tort, shall not exceed the return of the prorated portion of the original purchase price paid by the original purchaser. Under no circumstances will Crystal be liable for special, indirect, or consequential damages. The price paid by the original purchaser for the Product(s) is a consideration in limiting Crystal's liability herein.

Crystal shall provide the warranty holder all parts and products required to replace warranted Products that do not conform to the express warranties specified herein. Crystal reserves the right to modify or discontinue any of its Product lines at any time and current designs may be substituted for originals and the suitability of any substitution is in Crystal's sole discretion. All exchanged parts or original defective parts become the property of Crystal. The warranty holder must provide Crystal with safe and reasonable access to the Crystal Products that will be replaced under this warranty.

This warranty gives you specific legal rights, and you may have other rights, which may vary from state to state. The foregoing warranty applies only to products installed in the United States. The foregoing warranty is effective for all products manufactured and/or delivered by Crystal on or after January 1, 2014. All prior warranties shall be applicable to products manufactured and/or delivered prior to January 1, 2014 and such prior warranties shall be considered null and void as to products manufactured and/or delivered on or after January 1, 2014.



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