

**BEECHWORTH® WINDOWS, LLC - WINDOWS AND DOORS
TRANSFERABLE LIMITED WARRANTY**

Effective September 2016

IMPORTANT NOTICE. By purchasing, installing or using this product, you are acknowledging that this Transferable Limited Warranty (“Limited Warranty”) is part of the terms of sale of your purchase and use of Beechworth Windows LLC (“Beechworth”) windows and doors.

LIMITED WARRANTY. Beechworth Windows, LLC (“BW”) warrants its BW Window System products (each, the “Product”) as follows:

Glass Components. The glass in the Products is warranted to be free from manufacturing defects in materials and workmanship for twenty (20) years from the date of purchase from the retailer/dealer. This includes not developing within the warranted 20-year timeframe any premature or permanent material obstruction of vision as a result failure of the glass or organic seal. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years from the original date of purchase. Glass warranties apply to factory-installed glass or Beechworth-supplied glass installed by Beechworth-authorized service personnel. After the 20th year, this Limited Warranty will expire and shall no longer be applicable. All other glass and glass features are provided with the same warranties, limitations, and exclusions Beechworth receives from its supplier; contact Beechworth for further details.

Non-Glass Components. Non-glass components of Beechworth windows and doors (including hardware locks, lifts, balance systems, hinges, handles, insect screens, weather-stripping, and exterior trim, sash and frame members) are warranted to be free from manufacturing defects in materials and workmanship that significantly impair their proper operation and function for a period of fifteen (15) years from the date of purchase from the retailer/dealer. After the 15th year for original owners and after the 10th year for transferees, this Limited Warranty will expire and shall no longer be applicable.

Exterior Finish. Outside of two (2) miles from the seacoast, Beechworth’s standard exterior cladding finish is warranted against manufacturing defects in materials and workmanship resulting in cracking and loss of adhesion (peel) for fifteen (15) years from the original date of purchase, and within 2 miles of the seacoast for ten (10) years. After the 15th year, this Limited Warranty will expire and shall no longer be applicable.

Interior Finish. Beechworth’s standard interior cladding finish is warranted against manufacturing defects in materials and workmanship resulting in cracking and loss of adhesion (peel) for five (5) years from the original date of purchase. After the 5th year, this Limited Warranty will expire and shall no longer be applicable. Raised grain or other natural variation in the wood grain along with changes in the coloring of wood are natural qualities of wood and not a defect. Interior finish is applied prior to assembly and is not intended to cover joinery seams. Products with factory-applied primer only are not covered under this provision. Factory-applied primer must be painted in accordance with Beechworth’s finishing instructions within 90 days of installation.

ADDITIONAL LIMITED WARRANTY TERMS. This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure in which the Product are originally installed and (iii) the first transferee of the structure in which the Product are originally installed (each a “Covered Person” and “you”). If you sell or cease to occupy your home within the term of the Limited Warranty (calculated from the original date of purchase), the Limited Warranty will apply for the remainder of its term. This Limited Warranty applies to Beechworth windows and doors purchased on or after the Effective Date from an authorized Beechworth dealer. This Limited Warranty is made as of the original date of product purchase and is not a warranty of future performance. This Limited Warranty is applicable only to product installed in the U.S.A. and Canada.

WHAT WE WILL DO. If the Product is defective in material or workmanship and such defect is reported in accordance with the terms of the Limited Warranty notice, Beechworth will, in its sole discretion, either repair or replace the defective product or component, or, refund the Covered Person to:

the original retail cost of the defective product or component. If the original retail cost cannot be established by the Covered Person to Beechworth’s reasonable satisfaction, the cost shall be determined by Beechworth in its sole and reasonable discretion. Beechworth’s repair, replacement, or refund of the defective portion of the Product or reimbursement pursuant to this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. Where Beechworth chooses to repair or replace product or refund the price paid, the costs covered by this limited warranty do not include any labor or material costs, including but not limited to removal, installation, finishing, refinishing, and disposal costs and services, and costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Beechworth will endeavor to supply original replacement Product and parts; however, replacement Product and parts may differ from the originals. Repaired or Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Beechworth product Limited Warranty only for the remainder of the original warranty period on the Product being replaced. If Beechworth provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then Covered Person agrees that this limitation of remedy shall not have failed of its essential purpose.

WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions: A Covered Person must provide written notice to Beechworth within sixty (60) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. Warranty notice periods begin on the original date of purchase. This Limited Warranty is fully transferable. Any claims otherwise covered by the foregoing warranties, but for which Beechworth did not receive notice within one (1) year from the time the problem first became known, shall be barred. The notice must include the following information: your name, address, and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, serial number or other identifying product code if available, order number, a description of the location and details of the claimed defect, actions you have taken and contacts you have made with your local dealer or distributor and any additional information necessary for Beechworth to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Beechworth that such claimant is a Covered Person as defined above. The Product must be installed according to Beechworth’s printed installation requirements and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation. Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person’s own expense, provide for protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair to the Product, a Covered Person must allow Beechworth or Beechworth’s authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from Beechworth may void the warranty. If the Limited Warranty period has expired and for repairs not covered by the Limited Warranty, many replacement parts are available for purchase. Beechworth may charge an inspection fee for any on-site product inspection if necessary to determine warranty coverage. If the inspection reveals that the Beechworth Product has a defect covered by this limited warranty, the inspection fee will be waived.

HOW TO OBTAIN LIMITED WARRANTY SERVICE. For warranty service call 1-844-423-3249 or write Limited Warranty Department, Beechworth Windows LLC, 10901 Elm Avenue, Fontana, California 92337.

WHAT IS NOT COVERED. This Limited Warranty covers manufacturing defects in materials and workmanship attributable to Beechworth only. The following are excluded from and are not covered under this Limited Warranty:

THE LIMITED WARRANTY DOES NOT COVER AND BEECHWORTH WILL NOT PAY OR REFUND ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS. This includes, but is not limited

Labor to replace sash or door panels, glass or other components;
Labor and other costs related to the removal and disposal of defective product;
Labor and materials to paint or stain any repaired or replaced product, component, trim or other carpentry work that may be required;
Products not manufactured by Beechworth; and
Service trips to provide instruction on Product use.

THE LIMITED WARRANTY DOES NOT COVER DAMAGE, DEFECTS, PRODUCT FAILURE, PREMATURE DETERIORATION, OR ANY OTHER PROBLEMS ARISING FROM ANY CAUSE OUTSIDE BEECHWORTH'S CONTROL. Such causes include, but are not limited to:

The improper storage, shipping, handling or installation of the Product;
Further processing, modification, repair or alteration of the Product after shipping from Beechworth;
Neglect, abuse, or misuse;
Settlement or structural movement and/or movement of materials to which the Product is attached;
Damage from incorrect design of the structure;
Exceeding the maximum designed wind loads;
Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions);
Efflorescence, peeling or performance of any third party paints, stains and/or coatings;
Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces);
Improper maintenance, lack of proper maintenance;
Non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square;
Insulating glass installed above 4,000 feet without capillary tubes;
Installation or use near pools, saunas, hot tubs, or other high-humidity environments;
Failure to follow Beechworth's care and maintenance instructions;
Normal wear and tear;
Exposure to excessive localized heat, moisture, or water leakage;
Normal weathering;
Ripping or other damage to screens associated with normal use;
Normal discoloration or fading of finishes, or other minor finish imperfections which do not affect product performance;
Re-installing any Beechworth window or door after it has been removed from a building and re-sold and/or re-installed in a different building;
Water infiltration other than as a result of a defect in manufacturing, materials or workmanship;
The Covered Person's choice of finish, including whether the chosen finish is a match to other or existing finishes;
Damage caused by high in-home humidity (condensation, frost and mold);
Products with modifications that are not approved by Beechworth Corporation; and
Insects.

THE LIMITED WARRANTY ALSO DOES NOT COVER MINOR IMPERFECTIONS WHICH DO NOT MATERIALLY AFFECT PERFORMANCE, INCLUDING:

Slight glass curvature, minor scratches, minor variations in glass color, or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision;
Bowing, curvature, and other distortions of glass that will naturally occur with increased altitude, and are not considered defects;
Tarnish or corrosion to hardware finishes;
Special glazings; and
Minor variation in color, texture, and grain

ADDITIONAL EXCLUSIONS:

Water Management. Beechworth products should not be used in barrier wall systems, which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) ("synthetic stucco") or similar systems. Beechworth makes no warranty of any kind on and assumes no responsibility for Beechworth windows and doors installed in barrier wall systems.

Thermal Efficiency/Argon. Beechworth does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time, and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product.

Corrosion. Except as expressly provided in this Limited Warranty, finish failure or corrosion of anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty.

LIMITATION OF WARRANTY. THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT, WRITTEN OR ORAL OR IMPLIED, PROVIDED BY BEECHWORTH. BEECHWORTH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. No dealer, employee, or agent of Beechworth, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Beechworth. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia) and Canada. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty and the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Beechworth product warranty is provided **AS IS and without warranty. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY BEECHWORTH PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.** All warranty claims must be made during the applicable warranty period. **FAILURE TO COMPLY WITH BEECHWORTH INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE COVERED PERSON THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.**

LIMITATION OF LIABILITY. This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT WILL BEECHWORTH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT WILL BEECHWORTH'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO THE REPAIR OR REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.** The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

CERTIFICATIONS AND RATINGS. Products may be labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification; with the American Architectural Manufacturers Association (AAMA) certification; and/or with National Fenestration Rating Council (NFRC) ratings. The WDMA Certification and AAMA Certification is based on the performance of a single sample of the product at the time of manufacture. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings apply to single products only. Performance of individual products may vary and will change over time, depending upon the conditions of use. WDMA certifications, AAMA certifications, and NFRC ratings are not performance warranties. For details on Hallmark Certification, go to www.WDMA.com. For details on AAM Certification, go to www.aamanet.org. For details on NFRC Energy Performance ratings, go to www.NFRC.org

SUITABILITY. All construction must anticipate some water infiltration. Therefore, the wall system must be designed and constructed to properly manage moisture. Beechworth is not responsible for claims or damages caused by water infiltration due to deficiencies in building design, construction and maintenance. The determination of the suitability of all building components, including the use of Beechworth products, as well as the design and installation of water management systems, is the responsibility of the Covered Person, architect, contractor, installer or other construction professional. The Covered Person assumes all risks related to building design and construction, and the maintenance, installation and use of Beechworth Products.

ENTIRE AGREEMENT. This Limited Warranty and all the terms contained herein constitutes the entire agreement between Beechworth and the Covered Person and contains and represents the only warranty extended by Beechworth for the Product. Beechworth offers this Product, and Covered Person accepts it, subject to the foregoing Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of Beechworth. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. No employee or agent of Beechworth or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. By purchasing or using the product covered by this Limited Warranty, the Covered Person agrees that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.

MODIFICATION OR DISCONTINUATION OF PRODUCTS. Beechworth reserves the right to discontinue or modify any Product at any time without notice. In the event that repair or replacement of the Product with a like Product pursuant to this Limited Warranty is not possible, Beechworth may fulfill any repair or replacement obligation under this Limited Warranty with a Product of equal or greater value.

NO WAIVER. Beechworth may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Beechworth's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

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