

TOSTEM AMERICA, INCORPORATED
LIMITED PRODUCT WARRANTY

Tostem America, Inc. is pleased to provide this warranty covering its window and door products.

Tostem America, Inc. warrants to the homeowner that its products will be free of manufacturing defects in material or workmanship for ten (10) years from the date of original sale of the products. Insect screen products manufactured by Tostem America shall be free of manufacturing defects in material or workmanship for a period of one (1) year from the date of original sale. The warranty terms provided by this paragraph shall hereafter be referred to as the "Term." This Limited Warranty is transferable to a subsequent owner during the Term, and may be modified only by a writing signed by Tostem America.

Tostem America will respond to defects that appear and are reported during the Term. The Homeowner must make a written claim of defect within sixty days of the appearance of the defect. The Homeowner shall make a claim by mailing the claim to Tostem America, Inc. 1185 Chess Drive, Suite E, Foster City, CA 94404. Tostem America has the right to inspect any claimed defect and no action may be brought on this warranty without Tostem America being first afforded the opportunity to inspect and respond as set forth below.

If a covered defect appears and is reported within the Term, then Tostem America shall, at Tostem America's sole option, (1) repair the defect, (2) replace the defective materials, or (3) refund the original sale price of the defective unit. If Tostem America elects replacement, then Tostem America's only responsibility is to deliver the replacement materials to the location at which the product was installed. Tostem America shall not be responsible for other costs associated with replacement, such as installation cost. The warranty for replacement materials or product provided pursuant to this Limited Warranty shall be limited to the remainder of the warranty period of the original product.

This Limited Warranty is the exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including, but not limited to, negligence. This Limited Warranty is not a warranty of future performance but a warranty to repair, replace or refund.

Tostem America shall not be responsible for a product malfunction or other condition arising out of any of the following:

- Installation.
- Misuse, modification or alteration.
- A failure to maintain.
- Construction practices that fail to provide reasonable accommodation for incidental water penetration.
- Exposure to conditions beyond performance specifications.
- Condensation or frost on exposed surfaces.
- Products not installed in owner-occupied single-family homes.
- Imperfections in glass that do not affect structural integrity or significantly obscure vision.
- Normal wear and tear.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TOSTEM AMERICA BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE. Some states do not allow the exclusion of incidental and consequential damages or do not allow the disclaimer of implied warranties, so the above exclusions and limitations may not apply to you.

Effective: September 1, 2004.

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