



Proformance Manufacturing, Inc.
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Limited 20 Year Warranty

Proformance Manufacturing, Inc. ("PMI"), manufacturer of the ProStar Window ("ProStar") warrants to the original commercial property owner ("Owner") that the ProStar product is free of manufacturing and material defects. This Warranty applies for 20 years of the product, as defined herein, under normal use and service subject to the conditions and limitations listed herein and as long as the original purchaser owns the property in which the ProStar window was installed.

This Warranty covers only those manufacturing defects as specified herein and does not include damage attributable to occurrences beyond PMI's control.

Fiberglass

The fiberglass components of the ProStar are warranted against defects such as peeling, flaking, chipping, blistering, rot, corrosion, warp, bow and twist for 20 years of the window unit as described above. If such defects occur, PMI will provide replacement parts at no charge. The Warranty on the fiberglass becomes void if the fiberglass is painted, stained or if the surface is altered in any way subsequent to manufacturing at PMI. ProStar Windows must be installed as specified by PMI.

Laminated Fiberglass

Laminated fiberglass is warranted against peeling, blistering and de-lamination for 20 years of the window unit as described above. If such defects occur, PMI will repair or replace parts at no charge.

Hardware

The ProStar hardware is warranted against defects such as peeling, flaking, rusting, blistering, breakage and corrosion for 20 years of the window unit as described above. If such defects occur, PMI will repair or replace parts at no charge. Hardware includes the locking mechanism, fasteners, rollers and balances.

Screen

The ProStar aluminum screen frame is warranted against defects such as peeling, flaking, rusting and corrosion for 20 years of the window unit as described above. The fiberglass screen is warranted against insect damage during the warranty period. If such defects occur, PMI will repair or replace parts at no charge.

Glass

The installed and sealed ProStar insulating glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the air space for 20 years of the sealed unit. If such defects occur, PMI will repair or replace the insulating glass unit at no charge.

Interior/Exterior condensation on windows and doors, which may occur as the natural result of humidity within the house or building and interior/exterior temperature differentials, does not indicate a defect in the insulating glass unit and is not included in this Warranty.

Claims

Any claims for defects under this Warranty should be submitted in writing promptly after discovery to PMI. The Owner shall allow reasonable time for inspection.

Repair Procedure

If, after inspection, it is determined that the claim is valid and in accordance with the provisions of this Warranty, PMI agrees, at its option, to repair or replace any defective part as warranted herein, providing that coloring matching will not be guaranteed.

Warranty Extension

The original Warranty period shall not be extended by any repair or replacement, but any remaining Warranty period shall continue in effect and be applicable under the terms and conditions of the Warranty to the repair or replacement product or part.

Product Changes

PMI reserves the right to discontinue or change any product it manufactures. If the product or part of the product is not available and PMI determines to make a replacement, PMI shall have the right to substitute such product or part determined by PMI to be of equal quality and price.

Other Warranty Considerations

This Warranty is valid only if products manufactured by PMI are used and shall be void if accessory products not manufactured by PMI are installed and which cause defects to occur in the ProStar product.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE PROVISIONS CONTAINED HEREIN CONSTITUTE THE EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON. PMI SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO ANY PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION.

Some states do not allow limitations on how long an implied Warranty lasts or the exclusion or limitation of incidental or consequential damages so that the above limitation or exclusion may not apply.

This 20 Year Limited Warranty gives specific legal rights. There may be other rights which vary from state to state.