

LIMITED LIFETIME WARRANTY FOR SINGLE FAMILY RESIDENTIAL PROJECTS

General:

MONUMENTAL warrants that its windows and doors will be free of all defects in material and workmanship which significantly impair operation and proper usage so long as the owner can provide proof that the Protection & Maintenance Guidelines were followed. While a factory Authorized Dealer may assist – It is ultimately the responsibility of the Building Owner/Architect, along with the Installing Contractor to select products suitable for the desired application. The Installing Contractor must be properly licensed in the state in which the installation will be performed, and must certify to the end user that the MONUMENTAL products have been assembled and installed properly; according to industry standards, using appropriate fasteners, flashing and sealing products, following factory installation instructions.

Product Finishes:

Class I Clear anodized & Class 1 Dark Bronze Anodized finishes are guaranteed for a period of three (3) years, regardless of location. All other painted finishes are guaranteed for a period of five (5) years (unless installed within 5 miles of salt water, then warranty is one (1) year). MONUMENTAL warrants that within the warranty period the finish will not peel, crack, bubble, chip or discolor.

Insulated Glass (IG):

Window glass possesses natural imperfections and is not intended to be flawless. Therefore, insulated glass supplied by MONUMENTAL will be free of significant obstruction within the air space (e.g. chips, scratches, fingerprints, debris, moisture, distortion, discoloration...). MONUMENTAL defers to the ASTM Glass Inspection Criteria for the acceptable ranges. If insulated glass units are deemed defective MONUMENTAL will provide new glass units to an Authorized Dealer, free of charge for the first ten (10) years. Commencing with the eleventh (11) year a charge equal to 50% of the glass list price will be charged to the Dealer.

Hardware and Components: MONUMENTAL warrants that all product hardware will be free from defects in material and workmanship and will correct or provide replacement hardware free of charge to the Authorized Dealer.

Exclusions:

- 1. Installation issuesⁱ.
- 2. Labor and any expenses related to replace or repair product.
- 3. Glass cracks, runs, spontaneous breakage or any damage
- 4. screen mesh
- 5. corrosionⁱⁱ
- 6. damage due to abuse, harmful fumes, vapors or chemicals or normal wear and tear.
- 7. damage caused by concrete, stucco, or paint application
- 8. damage caused by structural settlement, and/or vibration
- 9. uniform finish fading
- 10. normal tempering distortion of glass
- 11. products for which MONUMENTAL has not been paid in full
- 12. film applied glass



- 13. failure to order breather tubes when needed or properly close them
- 14. products installed in high moisture areas
- 15. localized heat exceeding 150 degrees or acts of nature

The foregoing warranty and remedies are exclusive and are made expressly in lieu of all other warranties, expressed or implied, whether in fact or by operation of law statutory of otherwise. MONUMENTAL neither assumes nor authorizes any other person or entity to assume for it any other liability in connection with the sale, installation or use of the product. The foregoing warranty does not cover damage to the product resulting from accident, misuse, abuse or non-MONUMENTAL modifications of the product. In no event will MONUMENTAL be liable to the purchaser for any damages including but not limited to, any direct, special, incidental or consequential damages arising out of or relating to the sale, installation or use of or inability to use the product or any claim by any other party.

Maintenance Required:

The above warranty is void unless the products are properly installed and maintained according to our published "Protection & Maintenance Guidelines". For example: corrosion is a common concern in coastal applications. Proper care will prevent corrosion from causing irreparable damage to the products. Product assembly & finish should be inspected at arm's length in diffused natural lighting. Making Claims: The warranty period begins the day the products ship from the factory. Providing the factory invoice number is required for this warranty to be valid. This warranty is applicable to the original single-family residential customer of the Authorized Dealer through whom the products were purchased. The warranty is not transferable. MONUMENTAL will determine the remedy process, e.g. replaced or repaired, F.O.B. the factory; Freight Collect. Replacement materials do not extend the time period of the original warranty. If the Authorized Dealer is no longer an active dealer or refuses to be the liaison, you must hire an Authorized Dealer; through whom all warranty claims and subsequent action will be processed. The warranty obligations are deemed to be performed in the County of Riverside, State of California. The exclusive forum for any dispute between the purchaser and MONUMENTAL will be the Superior Court (Riverside County). Any claim made under the provisions of this warranty must be made in writing and addressed to:

MONUMENTAL Windows & Doors Warranty Service Department 39770 Garand Lane Palm Desert, California 92211

The standard Authorized Dealer "Terms & Conditions" are made a part of this warranty and are available upon request.

¹ The product will carry no warranty if not installed according to installation instructions

[&]quot;Galvanic corrosion caused by improper installation is not covered under warranty