



Lifetime Limited Warranty **ACCOLADE VINYL REPLACEMENT WINDOWS**

GENERAL WARRANTY PROVISIONS

Seaway Manufacturing Corp. (Seaway) offers this Lifetime Limited Warranty, for Accolade vinyl replacement windows manufactured by Seaway, to the Original Property Owner, in whose property the windows were installed. This warranty remains in effect for as long as the Original Property Owner shall own and reside in the property, from the date of window installation, under normal use, against specified defects in material and workmanship occurring as a direct result of the manufacturing process and subject to the terms and conditions set forth in this limited warranty. Transportation and labor charges are payable by the property owner.

Because this warranty was created to cover the window of individual property owners(s) for the Original Property Owner's lifetime (human beings), this warranty, understandably, does not apply to windows installed in property owned in whole or in part by corporations, governmental entities or agencies, religious organizations, trusts, condominiums or cooperative housing arrangements, intangible legal entities, or any other entity or organization capable of an infinite life. For such entities, the duration of the warranty is thirty (30) years pro-rated at the same schedule found in the Transfer of Warranty section of this warranty and is non-transferable.

LIFETIME LIMITED WARRANTY ON VINYL SASH AND MAIN FRAME

For as long as the Original Property Owner shall own and reside in the property, the white vinyl sash and main frame of the basic window unit will be warranted against cracking, peeling, flaking, blistering or corroding. In the event a defect is found as a direct result of the manufacturing process, Seaway will furnish a replacement part or parts at no charge to the Original Purchaser. Caulking is not considered part of the product and therefore is not covered under this warranty.

LIFETIME LIMITED WARRANTY ON MOVING PARTS OF THE BASIC WINDOW UNIT

The moving parts consisting of the balances and locking system are warranted against defects in material and workmanship for as long as the Original Property Owner shall own and reside in the property. In the event a defect is found as a direct result of the manufacturing process, Seaway will furnish a replacement part or parts at no charge to the Original Property Owner.

LIFETIME LIMITED WARRANTY AGAINST GLASS BREAKAGE FOR ACCOLADE VINYL REPLACEMENT WINDOWS

Seaway warrants that, should the glass in your Accolade window accidentally break or crack, Seaway will furnish new insulated glass at no charge for a period of ten years. Thereafter, in order to receive replacement sealed glass under this coverage, you must pay Seaway a percentage of the then applicable retail list price for the replacement as follows: 11 to 20 years - 50%, 21 to 30 years - 75%, after which Seaway's obligation shall cease and terminate. Installation of the sealed glass is not covered under this warranty and is the responsibility of the Original Property Owner. Coverage is limited to the Original Property Owner and is not transferable. Floods, earthquakes, fires, vandalism and acts of civil unrest, wars, riots and Acts of God are excluded from coverage. Architectural shapes, bent glass, garden windows, patio doors and beveled, grooved or stained glass are excluded. Windows that exceed Seaway's size limitations, or apartment, condominium, and commercial buildings, are also excluded from coverage. Replacement glass under this coverage will be shipped to the nearest Seaway designated distributor or dealer.



LIFETIME LIMITED WARRANTY PRO-RATED ON INSULATED GLASS

The sealed insulated glass is warranted against the development of material obstruction of vision as a result of a manufacturing defect resulting from film formation or dust collection between the interior glass surfaces caused by failure of the hermetic seal under normal use. If such a failure occurs, Seaway shall furnish new insulated glass to the Original Property Owner for a period of twenty (20) years from the original date of installation. Thereafter, in order to receive replacement insulated glass, you must pay Seaway 50% of the then applicable retail price for the insulated glass. Transportation and labor charges are payable by the property owner.

TRANSFER OF WARRANTY

This Lifetime Limited Warranty for Seaway Accolade vinyl replacement windows is transferable one time only by the Original Property Owner to the successor owner of the property, within five years, provided Seaway receives written notice of the transfer of title to all property within 30 days after the date of transfer of ownership. The second property owner must send a certified check for \$50.00 to cover warranty transfer handling costs. Failure to give proper notification to Seaway of property ownership transfer shall relieve Seaway of any further obligation under this Limited Warranty and will result in the cancellation of warranty coverage. Upon Seaway receiving proper notice of property transfer, the Lifetime Limited Warranty shall become 30 year prorated coverage, beginning from the original installation date of the windows. Thereafter, in order to receive a replacement part or sealed glass under this coverage, you must pay Seaway a percentage of the then applicable retail list price for the replacement as follows: 1 to 10 years - 0%, 11 to 20 years - 50%, 21 to 30 years - 75%, after which Seaway's obligation shall cease and terminate.

PROPERTY OWNER CLAIM AND TRANSFER PROCEDURE AND OTHER WARRANTY PROVISIONS

Any claim for defects or transfer under this Limited Warranty must be made in writing to Seaway Manufacturing Corp, 2250 East 33rd Street, Erie, PA 16510, Attention: Claims Clerk. In the event of a claim, the writing should describe the claimed defect, date of the window installation, together with the name of your contractor, and proof of purchase. Allow a reasonable time for inspection purposes if determined to be necessary. Replacement parts or components furnished by Seaway under this warranty will have the standard color available at the time. A color variance may occur between new parts or components in comparison to the original due to weathering exposure and would not be indicative of a defect in the part or component.

Seaway reserves the right to discontinue or change any window as manufactured. If the part or component of the window originally installed is not available, Seaway shall have the right to substitute a compatible part or component. Seaway does not warrant installation, nor defects caused by installation. This warranty covers only manufacturing defects and does not cover the cost of removal, installation, refinishing, pickup or delivery of defective or replacement parts or products, or any other damages or material failure including, but not limited to, normal weathering of sash and main frame, screen and screen frame, oxidation, intentional damage, fire, flood, hail, lightning or other Acts of God, chemical pollutants, mildew, negligent maintenance, vandalism, misuse, fading, building settlement, structural defects, damage caused by foam insulating products or damage due to stress resulting from localized heat sources causing excessive temperature differentials over the glass surfaces or edges. This warranty does not apply if the window has been painted, varnished, or coated with any other substance. Normal weathering may cause any surface to oxidize, chalk, or accumulate dirt or stain due to varying exposure to sunlight, weather, and atmospheric conditions over which Seaway has no control. Condensation on windows may occur as the natural result of humidity within the building area and changes in interior and/or exterior temperature, and does not indicate a defect in the window. This warranty does not cover condensation, frost, or freezing from condensation forming on the outside of the sealed glass unit.

No representative of Seaway has authority to change or modify this warranty in any respect unless the change or modification is in writing and signed by an officer of Seaway. The foregoing states the EXCLUSIVE REMEDY of the purchaser and the entire liability of Seaway. SEAWAY MANUFACTURING CORP., SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.