

Seaway reserves the right to discontinue or change the manufacture of any window or patio door. If the part or component of the window or patio door 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 or patio door 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. Normal weathering is not covered under this warranty.

Condensation on windows or patio doors 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 or patio door. This warranty does not cover condensation, frost, or freezing from condensation forming on the outside of the sealed glass unit.

Because this warranty was created to cover individual property owners(s) for the Original Property Owner's lifetime (human beings), this warranty, understandably, does not apply to windows or patio doors 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.

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.

COLOR COATINGS

Seaway Manufacturing Corp. (Seaway) offers a Limited Warranty for the color coating applied to vinyl replacement windows and patio doors manufactured by Seaway. Seaway warrants that the coatings applied by Seaway will not blister or peel for a period of ten (10) years from the date the windows were installed. THIS WARRANTY DOES NOT APPLY IF THE WINDOW OR PATIO DOOR HAS BEEN PAINTED, VARNISHED, OR COATED WITH ANY OTHER SUBSTANCE UNLESS AUTHORIZED OR APPLIED BY SEAWAY.

SEAWAY MANUFACTURING CORP.
2250 East 33rd Street • Erie, PA 16510

Encore Vinyl Replacement Windows and Patio Doors Lifetime Limited Warranty

By



**Encore Vinyl Replacement Windows &
Encore Vinyl Patio Doors**

TRANSFERABLE LIFETIME LIMITED WARRANTY

Seaway Manufacturing Corp. (Seaway) offers this Lifetime Limited Warranty, for Encore vinyl replacement windows and Encore vinyl patio doors manufactured by Seaway, to the Original Property Owner, in whose property the windows or patio doors 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 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.

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 and beige vinyl sash and main frame of the basic window or patio door 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. Transportation and labor charges are payable by the property owner. 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 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. Transportation and labor charges are payable by the property owner.

LIFETIME LIMITED WARRANTY AGAINST GLASS FAILURE

The sealed insulated glass is warranted for a lifetime, to the Original Property Owner that purchased the windows or patio doors, 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 at no charge, new insulated glass to the Original Property Owner that purchased the windows or patio doors, for as long as that homeowner owns and resides in the assigned single family residential property. This warranty is transferable to one subsequent homeowner and shall then be pro-rated from the original purchase date, and the subsequent homeowner will be responsible for a percentage of the then current retail list price for the replacement as follows:

| | |
|-------------------|-------------------|
| 1-10 Years - 0% | 21-25 Years - 75% |
| 11-15 Years - 50% | 26-30 Years - 80% |
| 16-20 Years - 70% | |

The lifetime limited warranty against glass failure is applicable to all double hung, slider, casement, awning, picture, bay and bow windows only. The pro-rated schedule above will be applied to all patio doors, garden architectural shapes, bent glass, beveled glass, grooved glass, and decorative glass.

LIFETIME LIMITED WARRANTY AGAINST GLASS BREAKAGE

Should the glass in your window accidentally break or crack, Seaway will furnish new insulated glass at no charge to the original homeowner that purchased the windows for as long as that homeowner owns and resides in the assigned single family residential property. This portion of the warranty is also transferable to one subsequent homeowner at the same pro-rated schedule as listed above.

The glass breakage warranty pertains only to double hung, slider, casement, awning, picture, bay and bow windows. The glass breakage warranty does not include patio doors, garden windows, architectural shapes, bent glass, beveled glass, grooved glass, or decorative glass. Windows that exceed Seaway's size limitations or apartment, condominium, non-owner occupied, and commercial buildings are also excluded from the glass breakage warranty coverage.

ADDITIONAL WARRANTY EXCLUSIONS

In all cases, installation of the sealed glass or any other service item is not covered under this warranty and is the responsibility of the Property Owner. Floods, earthquakes, fires, vandalism and acts of civil unrest, wars, riots and Acts of God are excluded from coverage. Replacement glass or parts will be shipped to the nearest Seaway designated distributor or dealer. Transportation and installation charges are payable by the property owner.

TRANSFER OF WARRANTY

This Lifetime Limited Warranty for Seaway Encore vinyl replacement windows and Encore vinyl patio doors is transferable one time only by the Original Property Owner to the following owner of the property, 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, the homeowner must pay Seaway a percentage of the then applicable retail list price for the replacement as follows: 1 to 10 years - 0%, 11 to 15 years - 50%, 16 to 20 years - 70%, 21 to 25 years - 75%, 26 - 30 years - 80% 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. *(Continued on back)*