



# **TRANSFERABLE LIFETIME LIMITED WARRANTY**

# **ENCORE** *Elite*

## High Performance Windows

Seaway Manufacturing Corp. (Seaway) offers the following warranties for the Encore Elite 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 occurring as a direct result of the manufacturing process and subject to the terms and conditions set forth in this Transferable Lifetime Limited Warranty. 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.\* See "Transfer of Warranties" for an explanation of transfer rights.

### **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 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 Original Property Owner. Caulking is not considered part of the product and therefore is not covered under this warranty. See "Transfer of Warranties" for transfer rights.

### **TRANSFERABLE LIFETIME LIMITED WARRANTY ON BALANCES & LOCKING SYSTEMS OF THE BASIC UNIT**

For as long as the Original Property Owner shall own and reside in the property, the moving parts consisting of the balances and locking system are warranted against defects in material. 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 Original Property Owner. See "Transfer of Warranties" for transfer rights.

### **TRANSFERABLE LIFETIME LIMITED WARRANTY AGAINST GLASS FAILURE**

For as long as the Original Property Owner shall own and reside in the property, 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 at no charge, new insulated glass to the Original Property Owner that purchased the window.

The transferable lifetime limited warranty against glass failure is applicable to all double hung, slider, casement, awning, picture, bay and bow windows only. Transportation and labor charges are payable by the Original Property Owner. The pro-rated schedule in "Transfer of Warranty" below will be applied to all garden windows, architectural shapes, patio doors, bent glass, beveled glass, grooved glass, and decorative glass.

### **TRANSFERABLE LIFETIME LIMITED WARRANTY AGAINST GLASS BREAKAGE**

For as long as the Original Property Owner shall own and reside in the property, should the glass in the window accidentally break or crack, Seaway will furnish new insulated glass at no charge. Transportation and labor charges are payable by the Original Property Owner. See "Transfer of Warranties" for transfer rights.

The transferable lifetime limited warranty against glass breakage is applicable to all double hung, slider, casement,

awning, picture, bay and bow windows. The transferable lifetime limited warranty against glass breakage does not apply to garden windows, architectural shapes, patio doors, bent glass, beveled glass, grooved glass, tempered glass, decorative glass, or windows that exceed Seaway's size limitations, or apartment, condominium, non-owner occupied, and commercial buildings.

### **TRANSFERABLE LIMITED WARRANTY ON COLOR COATINGS**

For a period of ten (10) years from the date of installation, Seaway warrants that the coating applied by Seaway will not blister or peel.

## TRANSFER OF WARRANTY

This Transferable Lifetime Limited Warranty is transferable one time only by the Original Property Owner to the subsequent owner of the property, provided Seaway receives written notice of the transfer of title to all of property within 30 days of the date of transfer of ownership. The written notice must also include a certified check for \$50.00 to cover warranty transfer processing costs. Failure to give proper and timely notification or payment to Seaway shall relieve Seaway of any further obligation under this Transferable Lifetime Limited Warranty and will result in the cancellation of warranty coverage.

Upon Seaway receiving proper notice and payment, this Transferable Lifetime Limited Warranty shall become 30-year prorated warranty beginning from the original installation date of the product(s). Thereafter, in order to receive a replacement part under this warranty, the subsequent owner of the property must pay Seaway a percentage of the then applicable retail list price for the replacement part 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%

## COMMERCIAL BUILDINGS

Because this Transferable Lifetime Limited Warranty was created to cover individual property owners for the Original Property Owner's lifetime, and corporations, governmental entities, religious organizations, trusts, condominiums or cooperative housing arrangements, intangible legal entities, or any other entity is capable of an infinite life, for such entities, the duration of the warranty is thirty (30) years from the date

of installation, is nontransferable, and for any and all claims under this warranty, and in order to receive a replacement part, the entity must pay Seaway a percentage of the then applicable retail list price for the replacement part as listed in "Transfer of Warranty". Transportation and labor charges are payable by the Original Property Owner.

## CLAIM AND TRANSFER PROCEDURE AND OTHER WARRANTY PROVISIONS

For the best warranty service, please contact your original installing Seaway Dealer who can offer the local service required. Any direct claim for defect under this Transferable Lifetime Limited Warranty must be made in writing to Seaway Manufacturing Corp., 2250 East 33rd Street, Erie, PA 16510, Attention: Warranty Claim Clerk. Please visit our website ([www.seawaymfg.com](http://www.seawaymfg.com)) to obtain the proper warranty claim form, along with information on how to properly submit your claim form. In the event of a claim, the writing should describe the claimed defect, date of the product installation together with the name of the installing 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. Replacement glass or parts will be shipped to the nearest Seaway designated distributor or dealer. Transportation and labor charges are the responsibility of the property owner.

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 at its discretion. Neither this Transferable Lifetime Limited Warranty or Seaway warrants installation or 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. This warranty does not cover 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, stained, varnished, or coated with any other substance unless authorized and applied as specified by Seaway. Please consult the Seaway provided instructions for applying finishes on our WoodEssence products

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. As such, normal weathering is not covered under this warranty.

Condensation on windows or patio doors may occur as the natural result of humidity within the home 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.

No representative of Seaway has authority to change or modify this Transferable Lifetime Limited 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 property owner and the entire liability of Seaway. SEAWAY MANUFACTURING CORP. SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. 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.

\*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. In all cases, shipping or transportation and labor charges are payable by the Claimant. See "Transfer of Warranties" for an explanation of transfer rights.