

# TRANSFERABLE LIFETIME LIMITED WARRANTY

GrandView Year-Round Sunrooms BetterView 3-Season Patio Rooms



# TRANSFERABLE LIFETIME LIMITED WARRANTY

Seaway Manufacturing Corp. offers a Limited Lifetime Warranty for BetterView and GrandView Sunrooms manufactured by Seaway, to the Original Property Owner, on whose property the sunroom was 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 specific defects in material and work-manship occurring as a direct result of the manufacturing process and subject to the terms and conditions set forth in this limited warranty). BetterView and GrandView Sunrooms are lineal systems, which make their longevity and proper operation of their components dependent on proper installation. Seaway places intense importance on properly training sunroom installers; however, Seaway does not warranty the installation itself. Transportation charges and installation labor charges are payable by the property owner in all cases for all warranty replacements.

### LIFETIME LIMITED WARRANTY ON ALUMINUM EXTRUSIONS

The baked enamel finish is warranted not to chip, peel, crack, blister or delaminate 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 ON VINYL SASH & MAIN FRAME

The white and beige vinyl sash and main frame of the window or patio door unit is warranted not to crack, peel, flake, blister or corrode 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 charges and installation/labor charges are payable by the property owner.

# LIFETIME LIMITED WARRANTY ON INSUL-THERM PANELS

The laminated panels are warranted not to crack, chip, peel, blister or delaminate 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. Shipping and installation charges are not included, as indicated throughout this document.

### LIFETIME LIMITED WARRANTY ON MOVING PARTS & HARDWARE

The moving parts and locking systems 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 charges and installation labor charges are payable by the property owner in all cases.

#### LIFETIME LIMITED WARRANTY ON TEMPERED 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 surface, 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 years from the original date of installation. For insulated glass with internal blinds, Seaway shall limit the previously stated warranty on tempered glass to a period of five years from the original date of installation. Transportation and installation labor charges are payable by the property owner in all cases for all warranty items/replacements.

#### TRANSFER OF WARRANTY

This Lifetime Limited Warranty for Seaway sunrooms is transferable one time by the Original Property Owner to the successor 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 20 year prorated coverage beginning from the original installation date of the patio room. Thereafter, in order to receive a replacement part or glass under this coverage, the homeowner must pay Seaway a percentage of the then applicable retail list price for the product as follows: 1 to 10 years - 0%, 11 to 20 years - 50%, after which Seaway's obligation shall cease and terminate.

# PROPERTY OWNER CLAIM AND TRANSFER PROCEDURE AND OTHER WARRANTY PROVISIONS

Any claim for defect under this Limited Warranty must be made in writing to Seaway Manufacturing Corp., 2250 East 33<sup>rd</sup> Street, Erie, PA 16510 Attention: Claim Clerk. In the event of a claim, the writing should describe the claimed defect, date of the installation, name of the installing contractor or dealer, 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 that time. A color variance may occur between new parts or components in comparison to the original, due to color changes or weathering exposure and would not be indicative of a defect in the part or component.

Seaway reserves the right to discontinue or change any product as manufactured. If the part or component of the patio room or enclosure installed is not available, Seaway shall have the right to substitute a compatible part or component. Seaway does not warrant 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 any other damages or material failure including, but not limited to, normal weathering, screen and screen frame, oxidation, intentional damage, fire, flood, hail, lightning or Acts of God, chemical pollutants, mildew, negligent maintenance, vandalism, misuse, fading, building settlement, structural defects or damage due to thermal stresses resulting from localized heat sources over the glass surfaces or edges. 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 may occur as the natural result of humidity within the building area and changes in the interior and/or exterior temperature, and does not indicate a material defect. This warranty does not cover condensation, frost or freezing from condensation.

Because this warranty was created to cover the sunroom of individual property owner(s) for the Original Property Owner's lifetime (human being), this warranty understandably does not apply to sunrooms installed on the property owned in whole or in part by corporations, government entities or agencies, religious organizations, trusts, condominiums, or cooperative housing arrangements, intangible legal entities, or any other entity/organization capable of an infinite life. For such entities, the duration of the warranty is twenty (20) years. Transportation and installation labor charges are payable by the property owner in all cases for all warranty items/replacements.

No representative of Seaway has the 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 limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Please refer any questions regarding the Seaway Manufacturing Sunroom Limited Lifetime Warranty to the Seaway Manufacturing Claim Clerk at (814)898-2255.