



Advanced Energy Panels

LIMITED WARRANTY

JANUARY, 2008

WINDOW INSULATING PANELS - FULLY ASSEMBLED AND OR INSTALLED

A. WHO IS COVERED

Advanced Energy Panels (formerly Windo-Therm) (hereinafter collectively referred to as "Manufacturer") warrants only to the original owner of the insulating system at the original installation location (hereinafter "Owner") for a period of twenty five (25) years on base parts and five (5) years on film and weather stripping from date of purchase. The coverage is restricted to the insulating system used in the United States of America.

B. WHEN IT IS COVERED

The insulating system is warranted against defects in material and workmanship only when installed, operated and maintained in accordance with the printed instructions accompanying the insulating system.

C. WHAT THE MANUFACTURER WILL DO AND THE PERIOD OF COVERAGE

1. If the original component from the date of original installation of the insulating system because of a defect in material or workmanship which is proven to Manufacturer's satisfaction:

- For a period of 25 years – Metal frame, clips and joining hardware.
- For a period of 5 years – Polyolefin film and weather stripping.

Manufacturer or its representative will furnish to such original Owner a new component of Manufacturer's then prevailing system.

If governmental regulations prohibit Manufacturer or its representative from furnishing a comparable unit or component under this warranty, the Owner will be furnished with a new insulating system or comparable component as permitted by such governmental regulations. However, the Owner will be charged for the additional value of the item(s) that Manufacturer has incorporated in the replacement insulating system that does not comply with such governmental regulations. If any serviceable component part proves to Manufacturer's satisfaction to be defective in material or workmanship, Manufacturer will provide customer with a replacement for, or repair of the defective part(s).

2. Limitation of Warranty Period - The respective warranty period for replacement of the insulating system or component parts is limited in duration of the unexpired term of the original warranty period applicable to the replaced insulating system or component parts. A new warranty will not be furnished with the replacement unit.

3. Return of Defective Component Parts - Manufacturer reserves the right to examine the alleged defect in the insulating system component part(s), and it will be the Owner's obligation to return the insulating system and/or component part(s) to the Manufacturer or its representative. Contact Manufacturer for proper procedure before making a return.

4. When returning a complete insulating system, it must include all original component parts.

5. Verification of Date of Original Installation - When Owner cannot verify or document the original date of installation, the company may unilaterally determine such.

D. WHAT THIS LIMITED WARRANTY DOES NOT COVER

1. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE WARRANTY MADE BY THE MANUFACTURER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL), EXCEPT THE IMPLIED WARRANTIES WHICH INCLUDE BUT ARE NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WHICH ARE LIMITED IN DURATION TO THE PERIODS SPECIFIED ABOVE IN THIS LIMITED WARRANTY.

2. Manufacturer shall not be liable for any incidental, consequential, special or contingent damages or expenses, arising, directly or indirectly, from any defect in the insulating system or the use of the insulating system.

3. Manufacturer shall not be liable for any damage arising, directly or indirectly, from any defect in the insulating system or component part(s) or from its use. Further, manufacturer shall not be liable under this warranty if, including but not limited to,
(a) the insulating system or any of its component parts have been subject to misuse, alteration, neglect or accident, or
(b) The insulating system has not been installed in accordance with the applicable building code(s) and/or regulation(s) or
(c) The insulating system is not installed, operated and maintained in accordance with the manufacturer's printed instructions.

4. The OWNER, and not the Manufacturer, or his representative, shall be liable for and shall pay for all field charges for labor or other expenses incurred in the removal, repair (except when Manufacturer elects to repair the insulating system or component part(s) in

accordance with paragraph C (2) above,) or replacement of the insulating system or any component part(s) claimed to be defective or any expense incurred by the owner in order to remedy any defect in the product. Such charges may include, but are not necessarily limited to:

- (a) All freight, shipping and delivery costs of forwarding a new insulating system or replacement part to the owner.
- (b) All costs necessary or incidental in removing the defective insulating system or replacement part.
- (c) any material required to complete, and/or permits required for, installation of a insulating system or replacement part, and
- (d) All costs necessary or incidental in returning the defective insulating system or component part(s) to a location designated by Manufacturer or its representative.

E. HOW STATE LAW MAY RELATE TO THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SIMILARLY, SOME STATES DO NOT ALLOW THE 'EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. FURTHER, THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.