

The Company warrants to the owner that:

Vinyl frames of the window are warranted against chipping, cracking, peeling and blistering for as long as you own the home in which Vinyl Replacement Windows were installed. Aluminum for 15 years.

The Vinyl Replacement Windows Hermetic seal is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture condensation on the internal glass surfaces for life. Aluminum for 15 years.

All moving parts are warranted against defects in material for as long as you own the property in which Vinyl Replacement Windows were installed. Aluminum for 15 years.

No representation is made with respect to condensation on the windows, as condensation is the natural result of moisture in the house and changes in temperature and humidity. It does not indicate a defective window.

This Warranty does not cover self installation, abuse, alteration, tampering, improper maintenance, accident negligence or any other cause which is beyond Weather Tite Windows or manufacturer's control.

Dark brown pigments are especially sensitive to exterior weathering, and are not warranted to weather uniformly on any vinyl application directly exposed to the sun. Rescreening is not covered by this warranty.

General maintenance on a yearly basis, including caulking, is required by the homeowner.

The procedure for obtaining performance of the warranty obligations is simple. If your windows or any part thereof is defective in a manner covered by this Warranty, we will replace the defective part with a new part at our cost (except as otherwise provided herein), in accordance with the Warranty. In the case of a defective frame, we reserve the right to repair the defective frame, if the frame can be repaired, and return same to you as aforesaid, in lieu of replacing same.

It is the Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project or delayed warranty claim.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

THIS LIFETIME WARRANTY IS MADE IN LIEU OF ALL OTHER EXPRESS WARRANTIES, BOTH WRITTEN OR ORAL AND ALL IMPLIED WARRANTIES AND EXTENDS ONLY TO THE OWNER OF THE PROPERTY IN WHICH THE WINDOWS WERE ORIGINALLY INSTALLED.

Florida homeowners' construction recovery fund: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW

BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT

THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

WAIVER FOR HAZARDOUS MATERIAL

Hollander Exteriors (herein "WeatherTite") shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to Hazardous Materials in any form at the Project Site, including, but not limited to asbestos, asbestos products, polychlorinated biphenyls, or other toxic substances, or for mold, mildew or fungus or lead paint. Owner shall indemnify and hold WeatherTite harmless from and against all claims, damages, losses, and expenses arising from the presence at the Project Site of Hazardous Materials, including but not limited to, asbestos products, polychlorinated biphenyls or other toxic substances, or to mold, mildew, fungus or bacteria, including claims attributable to bodily injury, sickness, disease, or death.