

New Morning Windows has been in business for more than a quarter century; one of the first companies to focus on the custom architectural window market. We have worked in a research and development or contract supply capacity with many of the major United States wood window and door manufacturers, assisting them in starting or developing their own custom round-top window programs.

The following information is provided to assist you in making purchasing decisions regarding our products. This data is accurate as of January 1, 2002. Due to ongoing product changes, this data may change over time.

### WOOD FRAMES / SASH

We use kiln-dried, clear northern pine for all of our finished window surfaces (other wood types may also be specified). Compatible wood or lesser grades may be used for curved or straight jamb (sub-surface) laminates. Our curved jambs use a type II water-resistant glue between the laminates, and wood frame parts are dip treated to meet WDMA standards and guidelines. Window frame joints are butted together and secured with galvanized screws. Sash joints are mortised and also secured with galvanized screws. The thickness of our window frames range from  $1\frac{3}{16}$ " to  $1\frac{1}{8}$ " depending on which exterior frame cladding is ordered. Sash thickness ranges from  $1\frac{3}{8}$ " to  $1\frac{3}{4}$ ", depending on the size and type of unit ordered. Custom sash depths and widths are available.

### EXTERIOR FRAME / SASH CLADDING

Our (white) vinyl extruded cladding material is colored during the extruding process. Our aluminum-extruded claddings are painted to AAMA 2603 or AAMA 2605 standards. Exterior vinyl joints are heat welded creating a solid corner or straight joint. Exterior aluminum joints are cut to the specified angle, back filled with silicone caulk and secured to the frame (in the corners) using metal corner locks or screw channels. Both the vinyl and aluminum extrusions are secured to the frame using  $\frac{1}{4}$ " x  $\frac{5}{8}$ " metal staples. Aluminum sash cladding joints are mitered and secured to the wood sash material with the same size metal staples. Clad framed units incorporate a continuous, factory applied vinyl nail flange inserted into a kerf, then stapled to the jamb (approximately 4" on center) with  $\frac{1}{2}$ " x  $\frac{3}{8}$ " staples. The perimeter nail flange/frame joint is caulked with silicone and overlapped in the corners to help prevent moisture from reaching the sheathing.

### GLAZING

All clad exterior and painted wood sash units are wet glazed. Unfinished or primed wood units are also wet glazed.

**Wet Glazing** Glass is positioned on a continuous  $\frac{3}{8}$ " bead of clear beaded silicone that has been applied to the glazing flange of the window or sash cladding. Wood glazing stops are nailed into the frame or sash to secure the glass.

### STRUCTURAL AUTHENTIC DIVIDED-LITE

Our clad or all-wood units can be constructed with clad or wood exterior mullions. Since many of the windows we build are oversized or unusual custom windows, we manufacture a more substantial clad or wood mullion to give better performance. Narrow clad or wood mullions can often exhibit severe flexing under wind load. Our design allows for the construction of single frame, multiple-lite units that, in turn, make installation more convenient. See the test data on our Authentic divided-lite unit.

**Note** Not every available configuration or size of a particular window is tested. New Mornings Windows, Inc. makes no representations or claims of compliance with WDMA, AAMA, and NFRC standards for other window designs.

We are confident that you will find us a capable, experienced custom window supplier, with a consistent record and solid reputation for manufacturing a quality, industry-leading product. Please contact us if you require further details or specific technical data. We look forward to working with you. Thank you for your continued interest in our products.

*Technical*

## CUSTOM GLASS OPTIONS

New Morning Windows offers a wide range of glass options, including low emissivity coated (LOE) glass products supplied by Cardinal® IG. Insulated glass manufactured by Cardinal IG incorporates either a standard aluminum or a XL Edge™ (flat back or U-back, stainless steel, warm edge) spacer. Most glass supplied to us by Cardinal IG is insulated with the XL Edge™ spacer. Cardinal's IG units are not available in all the window shapes we manufacture. Call our Customer Service Department to discuss available options. Cardinal's IG units incorporate desiccants to optimize moisture absorption and offer the same warranty coverage. We also offer options such as argon gas in the air space, capillary tubes and aluminum grilles between the glass (see grille information).

The following glass types can be combined to form many varieties of insulated glass options. If you require a glass type not listed please contact our Customer Service Department for availability.

	Annealed	Tempered
Cardinal LOE <sup>2</sup> -172	yes	yes
Cardinal LOE Sun-145	yes	yes
LOF Hard Coat LoE	yes	yes
Clear Glass	yes	yes
Gray and Bronze Tinted Glass	yes	yes
Pyrolytic Reflective Bronze Glass	yes	yes
Obscure Pattern 62 Glass	yes	yes
Spandral Glass (limited color selection)	no	yes
Laminated Safety Glass	yes	yes
Monolithic	yes	yes



### GLASS PERFORMANCE DATA (Glass performance data provided by Cardinal IG)

Center of Glass U-Values - with Argon (Winter U-Value (Btu/hr/ft <sup>2</sup> /°F) of IG Unit)	1/4" air space, LOE <sup>2</sup> -172	0.33	1/2" air space, LOE <sup>2</sup> -172	0.24
	5/32" air space, LOE Sun-145	0.35	1/2" air space, LOE Sun-145	0.27
Solar Heat Gain Coefficient (#2 Surface)	5/32" thick glass, LOE <sup>2</sup> -172	0.40	1/4" thick glass, LOE <sup>2</sup> -172	0.40
	5/32" thick glass, LOE Sun-145	0.32	1/4" thick glass, LOE Sun-145	0.31
Shading Coefficient (#2 Surface)	5/32" thick glass, LOE <sup>2</sup> -172	0.47	1/4" thick glass, LOE <sup>2</sup> -172	0.40
	5/32" thick glass, LOE Sun-145	0.37	1/4" thick glass, LOE Sun-145	0.36
Relative Heat Gain (Btu/hr/ft <sup>2</sup> - #2 Surface)	5/32" thick glass, LOE <sup>2</sup> -172	96	1/4" thick glass, LOE <sup>2</sup> -172	95
	5/32" thick glass, LOE Sun-145	77	1/4" thick glass, LOE Sun-145	76

**NOTES** New Morning does not manufacture any type of art glass, including beveled, v-groove, stained, glue chip or brass coming glass options. We do have access to outside suppliers, but for accurate quoting and ordering you must be specific and descriptive in the type of glass needed. We will install customer-supplied glass in our window frames (call for details).

LOE coated insulated glass is always constructed with the coating on the second surface from the exterior, unless the customer specifically requests it on the third surface.

The overall thickness of the insulated glass is determined by the type and size of the window ordered and may be determined by ANSI standards.

Capillary tubes for high altitude window installations must be specified at the time of order by the customer.

Inward 90-degree angles on flat glass are not available. We do offer Lexan®, a water-clear, high impact resistant polycarbonate alternative to glass.

*Technical*

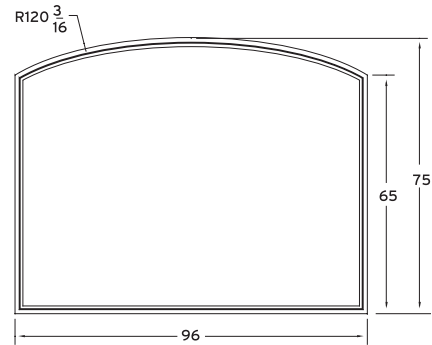
**NEW MORNING WINDOWS- TEST DATA**  
**FIXED WINDOWS**

**WINDOW SPECIFICATIONS**

- Aluminum Clad Wood Frame
- Direct Set
- Wet Glazed

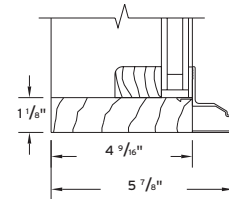
**TEST SPECIFICATIONS**

- AAMA/NWWDA 101/I.S.



**STRUCTURAL TEST REPORT SUMMARY**

<b>Title of Test</b>	<b>RESULTS</b>
<b>Rating</b>	F-LC60 (96" x 75")
<b>Overall Design Pressure</b>	60 psf (155 mph)
<b>Air Infiltration</b>	<0.01 cfm/ft <sup>2</sup>
<b>Water Resistance</b>	12 psf
<b>Structural Pressure</b>	+ or - 90 psf (190 mph)



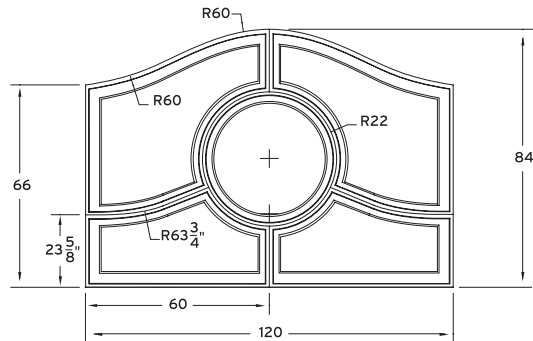
(Reference should be made to Report No. 02-33346.01 for complete test specimen description and data.)

**WINDOW SPECIFICATIONS**

- Aluminum Clad Wood Frame
- Sash Set
- Structural Authentic Divided Lite Mullion
- Wet Glazed

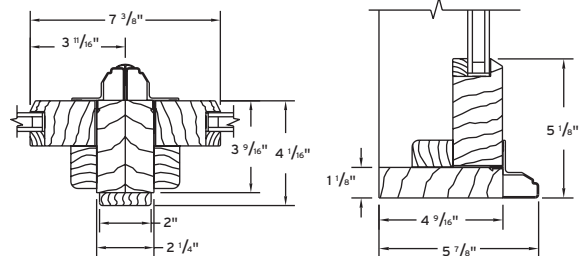
**TEST SPECIFICATIONS**

- ANSI/AAMA101/NWWDA 101/I.S.



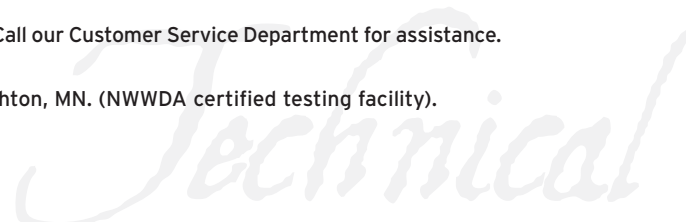
**STRUCTURAL TEST REPORT SUMMARY**

<b>Title of Test</b>	<b>RESULTS</b>
<b>Rating</b>	F-LC640 (120" x 84")
<b>Overall Design Pressure</b>	40 psf (127 mph)
<b>Air Infiltration</b>	<0.01 cfm/ft <sup>2</sup>
<b>Water Resistance</b>	12 psf
<b>Structural Pressure</b>	+ or - 60 psf (155 mph)



(Reference should be made to Report No. 02-33628 for complete test specimen description and data.)

**NOTES** Complete test results are available (see report numbers above). Call our Customer Service Department for assistance. Test data on a 60+ sq. ft. unit available upon request. Window testing is completed at Architectural Testing Inc., in New Brighton, MN. (NWWDA certified testing facility).



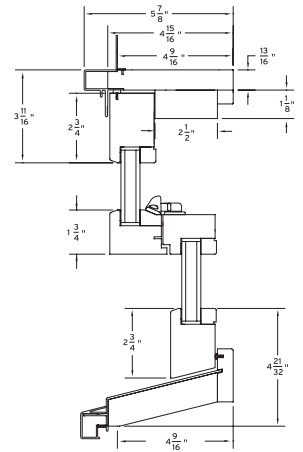
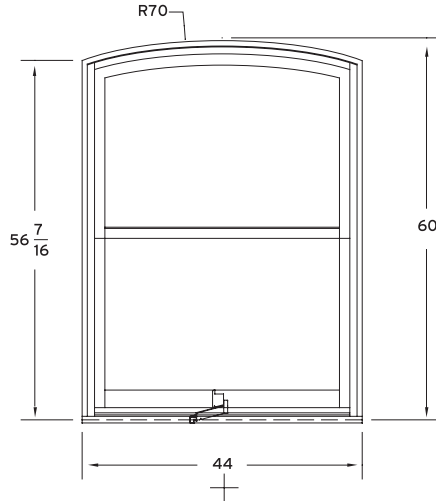
**NEW MORNING WINDOWS- TEST DATA**  
**OPERABLE WINDOWS**

**WINDOW SPECIFICATIONS**

- Aluminum Clad Wood Frame
- Wood Painted Sashes
- Wet Glazed
- Bulb Weatherstrip

**TEST SPECIFICATIONS**

- AAMA/NWDA 101/I.S.



**STRUCTURAL TEST REPORT SUMMARY**

<b>Title of Test</b>	<b>RESULTS</b>
<b>Rating</b>	H-R35 (44 x 60)
<b>Overall Design Pressure</b>	35 psf ( 119 mph)
<b>Air Infiltration</b>	0.28 cfm/ft <sup>2</sup>
<b>Water Resistance</b>	5.25 psf
<b>Structural Test Pressure</b>	+ or - 52.5 psf (145 mph)
<b>Forced Entry Resistance</b>	Pass Level 10

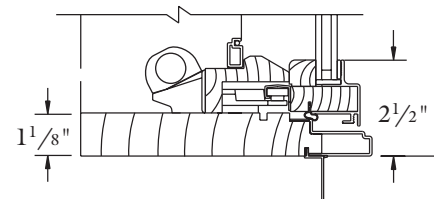
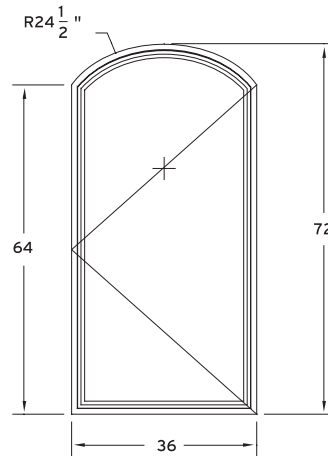
(Reference should be made to Report No. 02-31946.01 for complete test specimen description and data.)

**WINDOW SPECIFICATIONS**

- Aluminum Clad Wood Frame (Casement)
- Aluminum Clad Sash
- Wet Glazed
- Bulb and Leaf Weatherstrip

**TEST SPECIFICATIONS**

- ASTM E 283-91/E547-93/E330-06



**STRUCTURAL TEST REPORT SUMMARY**

<b>Title of Test</b>	<b>RESULTS</b>
<b>Overall Design Pressure</b>	40 psf ( 127 mph)
<b>Air Infiltration</b>	0.01 cfm/ft <sup>2</sup>
<b>Water Resistance</b>	10.5 psf
<b>Structural Test Pressure</b>	+ or - 60 psf (155 mph)

(Reference should be made to Report No. 02-30795.02 for complete test specimen description and data.)

**NOTES** Complete test results are available (see report numbers above). Call our Customer Service Department for assistance.

Window testing is completed at Architectural Testing Inc., in New Brighton, MN. (NWDA certified testing facility.)



## INSULATED FLAT GLASS WARRANTY

NEW MORNING WINDOWS, INC.

TWENTY YEAR (20) LIMITED WARRANTY ON INSULATED GLASS UNITS

EFFECTIVE DATE: JANUARY 1, 2002

### LIMITED WARRANTY

New Morning Windows, Inc. ("New Morning") warrants its insulated glass units ("Insulated Units") for a period of twenty (20) years from the date of manufacture against material obstruction of vision resulting from dust collection or film formation on the internal glass surface that is caused exclusively from the failure of the seal. This Limited Warranty does not apply to Insulated Units utilizing curved/radius, bent/corner, or art glass Insulated Units; Insulated Units installed outside the United States of America, which includes the fifty states and the District of Columbia; or Insulated Units for which New Morning has not been paid in full.

### LIMITATION OF LIABILITY

This Limited Warranty is subject to the following limitations, and New Morning assumes no responsibility for: (1) Misuse, accident, abuse, neglect (including lack of routine Insulated Unit examination and maintenance), improper installation, or acts of God; (2) Condensation or frost on interior surface of Insulated Unit and resultant water damage; (3) Damage caused by the purchaser, owner, or other third party, including sanding, improper washing, delivery, or accidents; (4) Glass breakage or cracking, or insulated glass seal failure due to faulty building construction or design, including consequent movement of the structure, improper or insufficient handling and storage, or the application of after-manufacture film to the glass; (5) Failure due to exposure to corrosive fumes (brick wash) or condensates, to applications other than for which they were intended, including sloped glazing or mobile structure installation, or use in swimming pool or other high and/or low humidity areas without adequate ventilation or humidity control; and (6) Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision through the glass.

### REMEDIES

THE LIMITED WARRANTIES AND REMEDIES PROVIDED ARE EXCLUSIVE. NEW MORNING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT ARISE OUT OF THE INSTALLATION, USE, OPERATION, DEFECT, FAILURE, OR REPLACEMENT OF NEW MORNING'S INSULATED UNITS, OR OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES.

If a defective seal on an Insulated Unit causes a material obstruction of vision within the meaning of this Limited Warranty, New Morning will, at its sole discretion, either: (1) replace the Insulated Unit without charge, F.O.B. a shipping destination agreed upon in writing by the parties involved; or (2) refund that portion of the original (wholesale) purchase price of the product that is attributable to the Insulated Unit.

If New Morning elects to replace the Insulated Unit, the warranty on the replacement will extend only for the remainder of the warranty period still remaining for the original Insulated Unit. New Morning expressly reserves the right to inspect, verify, and review through site photographs, or return to the factory for inspection, any Insulated Unit alleged to be defective or damaged.

### MODIFICATION

New Morning's employees, agents, or representatives may have made oral statements about the Insulated Units covered by this Limited Warranty. These statements do not constitute warranties and are not part of this Limited Warranty. No modification, limitation, waiver, rescission, or discharge of this Limited Warranty shall be binding upon New Morning unless set forth in writing and signed by an authorized officer of New Morning.

(continued)

*Warranty*



## INSULATED FLAT GLASS WARRANTY, continuation

### **BINDING ARBITRATION**

Any controversy of claim arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by binding arbitration in Minneapolis, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be binding on both parties for all purposes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### **CONTROLLING LAW**

This Limited Warranty will be deemed to have been made in the State of Minnesota and shall be governed by, construed and interpreted under, the laws of the State of Minnesota.

### **SEVERABILITY**

All the provisions of this Limited Warranty are separate and severable. If any provision of this Limited Warranty is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions thereof.

### **HOW TO RECEIVE ASSISTANCE**

To initiate a claim under this Limited Warranty, contact the distributor or dealer from whom you purchased the New Morning product. If no corrective action has been taken within thirty (30) days, please contact us directly. The original purchaser of our product can assist you in filing a claim and also assist us in implementing a resolution based on the terms of this Limited Warranty. Please be prepared to identify the product that is involved, the date and place of purchase, describe completely what the claimed defect is (photographs are helpful), give the address where the product can be inspected, and give a phone number where you can be reached. New Morning may charge you an inspection fee for any on-site inspection that is required or that is requested by you. If it is determined that the Unit has a defect covered by this Limited Warranty, the inspection fee will not be charged.

New Morning Windows, Inc.

20845 Kenbridge Court

Lakeville, MN 55044

Toll Free: 1 (866) 876-2899 Telephone: (952) 985-5454 Fax: (952) 985-5460

E-mail: [support@newmorningwindows.com](mailto:support@newmorningwindows.com)

*Warranty*



SPECIAL GLASS WARRANTIES

**NEW MORNING WINDOWS, INC.**  
**TWENTY YEAR (20) LIMITED WARRANTY ON INSULATED GLASS UNITS**  
EFFECTIVE DATE: JULY 1, 2006

**CURVED/RADIUS AND BENT / CORNER INSULATED GLASS WARRANTY:**

New Morning Windows, Inc. ("New Morning") warrants its curved/radius and bent/corner insulated glass units ("Insulated Units") for a period of three (3) years from the date of manufacture against material obstruction of vision resulting from dust collection or film formation on the internal glass surface that is caused exclusively from the failure of the seal. This Limited Warranty does not apply to Insulated Units installed outside the United States of America, which includes the fifty states and the District of Columbia, or Insulated Units for which New Morning has not been paid in full.

**TEMPERED-LAMINATED INSULATED GLASS WARRANTY:**

New Morning Windows, Inc. ("New Morning") warrants its tempered-laminated insulated glass units ("Insulated Units") for a period of twenty (20) years from the date of manufacture against material obstruction of vision resulting from dust collection or film formation on the internal glass surface that is caused exclusively from the failure of the seal and three (3) years from the date of manufacture against laminated edge blush or delamination. This Limited Warranty does not apply to Insulated Units installed outside the United States of America, which includes the fifty states and the District of Columbia, or Insulated Units for which New Morning has not been paid in full.

**LIMITATION OF LIABILITY**

The Limited Warranties above are subject to the following limitations, and New Morning assumes no responsibility for: (1) Misuse, accident, abuse, neglect (including lack or routine Insulated Unit examination and maintenance) improper installation, or acts of God; (2) Condensation or frost on interior surface of Insulated Unit and resultant water damage; (3) The glass bending procedure, which may produce a product which deviates 1/8" greater than or less than the required radius, or the natural lack of exact consistency in the radius or bend, including any slight visual distortion; (4) Damage caused by the purchaser, owner or other third party, including sanding, improper washing, delivery, or accidents; (5) Glass breakage or cracking, or insulated glass seal failure due to faulty building construction or design, including consequent movement of the structure, improper or insufficient handling and storage, or the application of after-manufacture film to the glass; (6) Failure due to exposure to corrosive fumes (brick wash) or condensates, to applications other than for which they were intended, including sloped glazing or mobile structure installation, or use in swimming pool or other high and/or low humidity areas without adequate ventilation or humidity control; (7) Curved/radius or bent/corner units mullered directly to each other in a load bearing vertical position; (8) Minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision through the glass.

**REMEDIES**

THE LIMITED WARRANTIES AND REMEDIES PROVIDED ARE EXCLUSIVE. NEW MORNING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT ARISE OUT OF THE INSTALLATION, USE, OPERATION, DEFECT, FAILURE, OR REPLACEMENT OF NEW MORNING'S INSULATED UNITS OR, OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES.

If a defect occurs on an Insulated Unit within the meaning of this Limited Warranty, New Morning will at its sole discretion, either: (1) replace the Insulated Unit without charge, F.O.B. a shipping destination agreed upon in writing by the parties involved; or (2) refund that portion of the original (wholesale) purchase price of the product that is attributable to the Insulated Unit.

(continued)

*Warranty*



## SPECIAL GLASS WARRANTIES, continuation

If New Morning elects to replace the Insulated Unit, the warranty on the replacement will extend only for the remainder of the warranty period still remaining for the original Insulated Unit. New Morning expressly reserves the right to inspect, verify, and review through site photographs, or return to the factory for inspection, any Insulated Unit alleged to be defective or damaged.

### **MODIFICATION**

New Morning's employees, agents, or representatives may have made oral statements about the Insulated Units covered by this Limited Warranty. These statements do not constitute warranties and are not part of this Limited Warranty. No modification, limitation, waiver, rescission, or discharge of this Limited Warranty shall be binding upon New Morning unless set forth in writing and signed by an authorized officer of New Morning.

### **BINDING ARBITRATION**

Any controversy of claim arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by binding arbitration in Minneapolis, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be binding on both parties for all purposes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### **CONTROLLING LAW**

This Limited Warranty will be deemed to have been made in the State of Minnesota and shall be governed by, construed and interpreted under, the laws of the State of Minnesota.

### **SEVERABILITY**

All the provisions of this Limited Warranty are separate and severable. If any provision of this Limited Warranty is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions thereof.

### **HOW TO RECEIVE ASSISTANCE**

To initiate a claim under this Limited Warranty, contact the distributor or dealer from whom you purchased the New Morning product. If no corrective action has been taken within thirty (30) days, please contact us directly. The original purchaser of our product can assist you in filing a claim and also assist us in implementing a resolution based on the terms of this Limited Warranty. Please be prepared to identify the product that is involved, the date and place of purchase, describe completely what the claimed defect is (photographs are helpful), give the address where the product can be inspected, and give a phone number where you can be reached. New Morning may charge you an inspection fee for any on-site inspection that is required or that is requested by you. If it is determined that the Unit has a defect covered by this Limited Warranty, the inspection fee will not be charged.

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Lakeville, MN 55044  
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E-mail: support@newmorningwindows.com





**PRODUCT AND COMPONENT WARRANTY**  
(OTHER THAN GLASS)

**NEW MORNING WINDOWS, INC.**  
**TEN YEAR LIMITED WARRANTY**  
EFFECTIVE DATE: JANUARY 1, 2002

**LIMITED WARRANTY**

New Morning Windows, Inc. ("New Morning") warrants all non-glass portions of its windows and millwork ("Unit" or "Units") to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from the date of manufacture. This Limited Warranty does not apply to Units manufactured over New Morning's size recommendations, Units that are specifically noted as manufactured on a "best effort" basis or Units for which New Morning has not been paid in full. This Limited Warranty is only applicable in the United States of America, which includes the fifty states and the District of Columbia.

**LIMITATION OF LIABILITY**

This Limited Warranty is subject to the following limitations and New Morning assumes no responsibility for and does not warrant its Units against: (1) Misuse, accident, abuse, neglect (including lack of routine Unit examination and maintenance), improper installation, unauthorized repairs, or acts of God; (2) Condensation or frost on exposed interior surfaces; (3) Mechanical damage or abrasion; (4) Customer-applied finishing (e.g. painting, staining, or varnishing); (5) Factory-painted exterior or interior wood surfaces (after one year from the date of manufacture); (6) Damage caused by water leakage other than as a result of a defective product or glass; (7) Failure due to applications other than for which they were intended, including sloped or mobile structure installation, or use in a swimming pool or other high and/or low humidity areas without adequate ventilation or humidity control; (8) Damage or discoloration to aluminum or vinyl surfaces (except corrosion-resistant hardware) caused by airborne pollutants such as salt or acid rain; (9) Normal wear or discoloration of finishes, variation in wood grain or color, or discoloration of non-visible parts; (10) Installation in structures that do not allow for proper management/drainage of moisture, such as Exterior Insulation Finish Systems (EIFS), also known as Synthetic Stucco; (11) Factory-applied exterior grille adhesion to Unit glass (after three years from the date of manufacture).

**REMEDIES**

THE LIMITED WARRANTIES AND REMEDIES PROVIDED ARE EXCLUSIVE. NEW MORNING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT ARISE OUT OF THE INSTALLATION, USE, OPERATION, DEFECT, FAILURE, OR REPLACEMENT OF NEW MORNING'S UNITS, OR OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES. NEW MORNING'S LIABILITY IS LIMITED AS STATED TO REPAIR, REPLACEMENT, OR REFUND OF NEW MORNING'S ACTUAL MANUFACTURER'S WHOLESALE PRICE OF THE DEFECTIVE UNIT; AND IN NO EVENT SHALL NEW MORNING'S LIABILITY ARISING OUT OF A UNIT DEFECT EXCEED SUCH PRICE.

If a non-glass portion of a New Morning Unit experiences a defect within the meaning of this Limited Warranty, New Morning will, at its sole discretion, either repair or replace the defective Unit and/or component, F.O.B. a shipping destination agreed upon in writing by the parties involved. If New Morning decides that repair or replacement is impractical, New Morning may elect to refund the original (wholesale) product purchase price. In the event that New Morning decides to make such a refund, no other remedy will be available. If New Morning elects to repair or replace the Unit, the warranty on the replacement material will extend only for the remainder of the warranty period on the original Unit. New Morning expressly reserves the right to inspect, verify, and review through site photographs, or return to the factory for inspection, any Unit alleged to be defective or damaged.

(continued)



NEW MORNING WINDOWS | T-9



**PRODUCT AND COMPONENT WARRANTY (OTHER THAN GLASS),  
continuation**

**MODIFICATION**

New Morning's employees, agents, or representatives may have made oral statements about the Units covered by this Limited Warranty. These statements do not constitute warranties and are not part of this Limited Warranty. No modification, limitation, waiver, rescission, or discharge of this Limited Warranty shall be binding upon New Morning unless set forth in writing and signed by an authorized officer of New Morning.

**BINDING ARBITRATION**

Any controversy or claim arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by binding arbitration in Minneapolis, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be binding on both parties for all purposes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**CONTROLLING LAW**

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**SEVERABILITY**

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## NEW MORNING WINDOWS SERVICE POLICY

### NEW MORNING WINDOWS, INC.

Expectations are a given whenever anyone purchases products from a window manufacturer. Quality and reliability are certainly priorities that both the consumer and the staff at New Morning embrace. Our experience shows that in most cases customer expectations are met or exceeded by the material originally produced for them. However, there are occasions when products do need to be serviced. The following guidelines have been established to address consumer expectations so that problems will be resolved in a prompt and professional manner. Awareness of these guidelines will expedite the process and provide a clear understanding of what you can expect from us should a problem arise.

**1) INSPECTION** A thorough inspection is the key to any service claim. In most cases, the window distributor or dealer purchasing the product has personnel available or can arrange for a qualified service company to inspect the product.

**2) DOCUMENTATION** Fill out and submit our Field Service Request form. Please supply us with as much information as possible. Photographs are usually very beneficial and there may be instances where photographic evidence is required (see following note). New Morning can supply you with a camera if necessary.

**NOTE** Photographic evidence is mandatory whenever a claim involves physical damage to our product. This includes damage to interior or exterior window frames, window sash, accessories and stress-cracked glass. Labor reimbursement will be considered only upon receipt and after review of photographic evidence.

**3) COMMUNICATION** We expect our distributor and dealer customers to assist us in determining the best solution to your service claim. Keep us informed and stay in touch. We need you as our local partner to successfully complete any repair.

**4) QUOTATION** Prior to beginning any service work, we must receive and approve a completed Service Provider Quote Form. New Morning is establishing a nationwide service provider network, which in many cases will enable us to acquire service quotes. However, we may enlist the assistance of our distributor or dealer customers when our network is unable to respond. Only New Morning Windows can approve and authorize a repair. We are also responsible for selecting the service provider who will perform the work. We will not reimburse service providers for work that is not pre-approved by us.

**5) FAIRNESS** The bottom line with any service work is customer satisfaction. Many parties may be involved for this to occur. We expect and appreciate anyone involved to make all reasonable efforts to minimize and contain costs. Do not approve and/or proceed on any type of service work without New Morning's written authorization. Find out from us beforehand what expenses will be covered, and what limited warranties may apply after the repair is made.

**6) COOPERATION** Emotions can run high when dealing with service issues, but even in tense situations a calm, methodical and thorough approach is necessary. If everyone involved employs a cooperative attitude, we can remedy almost any service issue to the satisfaction of all the parties involved.

**7) FOLLOW-UP** The distributor or dealer handling the claim should assign a single individual from his or her staff to follow this process from start to finish. That person and the New Morning Warranty/Service Coordinator should contact the parties who initiated the claim to make sure a satisfactory resolution has taken place. We'll make every effort possible to achieve customer satisfaction.

*Service*

## MATERIAL AND LABOR REIMBURSEMENT RULES

### NEW MORNING WINDOWS, INC.

- 1) New Morning Windows does not warranty its glass in writing for any type of breakage. The only coverage is listed in our Material and Labor Reimbursement Policy under Stress Cracked Glass. If we determine at any time during the service claim that the glass was shattered and not cracked due to stress, the company that purchased the original unit will be invoiced for the cost of the replacement material and will also be responsible for covering the costs for installing the new glass.
- 2) We consider aluminum grille between the glass (AGBG) bars that become dislodged and/or fall to be a material obstruction. Do not install units with this condition. Contact our Customer Service Department to review possible solutions.
- 3) A glass claim will not be acted upon unless we receive a completed Field Service Request Form. New Morning will not authorize any service unless we have received quotes using our Service Provider Quote Form. These documents are easy to fill out and help us speed up your claim.
- 4) If we do approve a replacement labor quote, there are two payment options. We can issue a credit to the original window purchaser's account or we can pay the service provider directly. Each quote is thoroughly reviewed and evaluated. We may question quotes that we feel are inconsistent with generally accepted industry limits.
- 5) It is the customer's responsibility to prove that a window with a problem is, in fact, a New Morning unit. Please make every effort to locate our original sales order number. If our order number is not available, we will need a time frame for when the window was purchased and a general description of the unit or units in question. If we cannot find the original order packet, there is a good chance the window was not purchased from New Morning. Units manufactured after January 1, 2000, have a New Morning logo in the bottom right corner (as viewed from the interior).
- 6) Due to the unique nature of some of the products we manufacture, it is sometimes impossible to provide replacement material without a template made from the existing window unit. In some instances, a service provider can make a template if they are at the job site preparing a quote. We rarely ask for templates, but if we do, please make every effort to get one to us. We can provide you with detailed template-making instructions. If we manufacture replacement material without a template after recommending that one is needed, this material will be made on a "best effort" basis. If the new material does not work properly, New Morning must charge for any additional material.
- 7) In rare instances, New Morning has sent its own personnel to job sites to make service repairs. Only management personnel at New Morning can authorize this. It is available on a very limited basis and the availability of our staff may not coincide with the timing needed for the repair to take place.
- 8) New Morning products are sold through window distributors and dealers. Any service issues should be handled through the same channels as the original sale. If those channels are no longer accessible, builders and homeowners can call us directly for advice on how to proceed with a claim.



**STANDARD FLAT GLASS  
MATERIAL AND LABOR REIMBURSEMENT POLICY**

**NEW MORNING WINDOWS, INC.**

(Effective on units shipped on or after January 1, 2001)

**MATERIAL OBSTRUCTION / SEAL FAILURE (units less than three years old)**

New Morning will supply glass, interior glazing stops and re-glazing instructions at no charge (including freight charges). We will also pay approved glass replacement costs, per our service policy.

**MATERIAL OBSTRUCTION / SEAL FAILURE (units between three and 10 years old)**

New Morning will supply glass, interior glazing stops and re-glazing instructions at no charge (including freight charges). We will pay half of the approved glass replacement costs, per our service policy.

**MATERIAL OBSTRUCTION / SEAL FAILURE (units between 10 and 20 years old)**

New Morning will supply glass, interior glazing stops and re-glazing instructions at no charge (including freight charges). We will not pay any labor replacement costs.

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**NOTE** Time frames are based on the date a unit ships from our facility to the date we receive a written Field Service Request Form. We will allow for a three-month grace period from the date a homeowner first reports a problem. Example: Homeowner calls the dealer (where the windows were purchased) on March 2, 2004, to report a seal failure. The window shipped from our facility on April 15, 2001. We must receive a written report by June 2, 2004 in order for it to fit within our three-year guideline for full labor reimbursement. We will consider requests past three-years, only if you can supply us with written and dated evidence that a problem was reported before the three-year limit has expired.

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**STRESS-CRACKED GLASS (less than 18 months old)**

New Morning will supply glass, interior glazing stops and re-glazing instructions at no charge (including freight charges). We will also pay approved glass replacement costs, per our service policy.

**STRESS-CRACKED GLASS (between 18 months and three years old)**

New Morning will supply glass, interior glazing stops and re-glazing instructions at no charge (including freight charges). We will not pay any labor replacement costs.

**STRESS-CRACKED GLASS (over three years old)**

No material or labor replacement coverage offered. Glass and stops supplied at manufacturers' cost. Customer pays any freight charges incurred.

*Service*

FIELD SERVICE REQUEST FORM

Company: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Your P.O. #: \_\_\_\_\_ NMW Invoice #: \_\_\_\_\_ Month/Year Purchased: \_\_\_\_\_  
Specific Unit(s) (Size, Shape): \_\_\_\_\_  
Dealer: \_\_\_\_\_  
Builder: \_\_\_\_\_ Owner: \_\_\_\_\_  
Site Location: \_\_\_\_\_  
Description of Problem: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approximate date units installed: \_\_\_\_\_ Approximate date problem(s) occurred: \_\_\_\_\_  
Field inspection completed? YES NO Date completed: \_\_\_\_\_  
By whom? \_\_\_\_\_ Company: \_\_\_\_\_

Is it possible to supply us with photographs (digital preferred) that visually detail the problem? YES NO

If you can supply photographic evidence, how and when will it be sent to us? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has this window or this job had previous field problems? YES NO Dates: \_\_\_\_\_  
Describe previous problems/resolution, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Within the conditions of our Warranties and Service Policy, what is needed to resolve this problem? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your recommended service provider: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Contact: \_\_\_\_\_  
Final Resolution: \_\_\_\_\_

Approved by: \_\_\_\_\_ All parties notified & agreed: \_\_\_\_\_ Date: \_\_\_\_\_

New Morning Windows, Inc.  
20845 Kenbridge Court  
Lakeville, MN 55044  
Toll Free: 1 (866) 876-2899 Telephone: (952) 985-5454 Fax: (952) 985-5460  
E-mail: support@newmorningwindows.com



SERVICE PROVIDER QUOTE FORM

Name of Service Provider: \_\_\_\_\_ Date of Quote: \_\_\_\_\_
Address: \_\_\_\_\_
City/State/Zip: \_\_\_\_\_
Contact Person: \_\_\_\_\_
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

TYPE OF WORK TO BE DONE (please circle work description quoted)
Glass Replacement Interior Grille Replacement
Exterior Grille Replacement Window Parts Replacement
Operable Window Repair Unit
Miscellaneous (describe)

Number of people required to complete repair: \_\_\_\_\_ Hourly rate/person \$ \_\_\_\_\_
Hours needed to complete work: \_\_\_\_\_ Personnel cost \$ \_\_\_\_\_
Approximate travel distance (miles): \_\_\_\_\_ Cost per mile \$ \_\_\_\_\_
Equipment rental: \_\_\_\_\_ Rental cost \$ \_\_\_\_\_
Miscellaneous expenses: \_\_\_\_\_ Miscellaneous cost \$ \_\_\_\_\_
Tax \$ \_\_\_\_\_
TOTAL QUOTE \$ \_\_\_\_\_

JOB SITE

Address: \_\_\_\_\_
City/State/Zip: \_\_\_\_\_
Contact Person: \_\_\_\_\_
Phone: ( ) \_\_\_\_\_

INFORMATION TO BE COMPLETED BY NMW AND SERVICE PROVIDER

New Morning Windows has approved your quote to provide service work on our behalf.
Thank you for your assistance.

Date of approval: \_\_\_\_\_ Approved at NMW by: \_\_\_\_\_
Date service work will take place: \_\_\_\_\_ Supervisor: \_\_\_\_\_
Date service work completed/approved by job site coordinator: \_\_\_\_\_
Name of job site coordinator: \_\_\_\_\_
Notes: \_\_\_\_\_

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E-mail: support@newmorningwindows.com



## DAMAGED FREIGHT PROCEDURE

### NEW MORNING WINDOWS, INC.

All freight leaving our dock is signed for by the carrier as being in "apparent good order." At this point, New Morning Windows is released from responsibility for any damage that may occur to the freight. **When you sign that same freight bill, you are not only acknowledging receipt of the material, but also releasing the carrier (and New Morning Windows) from any damage claims, unless you have noted in writing on the freight bill any damage.**

If you receive any of our crated or packaged material with visible damage or later find "concealed damage," please follow the steps below. Remember that a freight bill is a legal document; **you must inspect your shipments carefully upon their arrival.** Note: An inspection of windows can be done without removing the unit from the crate. Simply remove or cut open the cardboard behind the wood crating slats.

1) If there is visible damage, refuse the shipment and immediately contact New Morning Windows' Service Coordinator. We will arrange for the expedited return of the material for inspection and repair. All damaged returned freight has top priority and will be returned to you as soon as possible. In some rare cases, an entire new unit or accessory will be required. If this is the case, the new material will be put through the production process on a rush basis.

2) If you elect to accept a visibly damaged crate or package, you must indicate that you are accepting potentially damaged material, in writing, on the freight bill (e.g. crate damaged on bottom right side). If you can ascertain what damage has occurred, note that on the freight bill (e.g. glass in window frame is broken). Your organization is responsible for filing all freight-related damage claims if you accept damaged material. Please contact New Morning Windows if this is the direction you choose to take so we can supply you with the needed replacement parts. Keep in mind that you will be charged for the replacement material needed. You must contact the freight carrier and request a damage inspection. This must be done immediately upon noting any freight damage, unless you choose to refuse the shipment. All crate and packaging materials must be saved until the inspection takes place. Damaged goods are the property of the freight company; they may ask to pick up the damaged material from you.

3) Concealed damage must be reported to the freight carrier within 10 days of receipt to be eligible for possible damage claim reimbursement. This time limit is not flexible, so be sure to inspect the contents of your crates within 10 days and carefully document any damage you find. Please contact New Morning Windows so that we can supply you with the needed replacement parts. Keep in mind that you will be charged for the replacement material. You must contact the freight carrier and request a damage inspection. Do so as soon as concealed damage is discovered. All crate and packaging materials must be saved until the inspection takes place. Damaged goods are the property of the freight company; they may ask to pick up the damaged material from you.

Please contact us if you have any questions concerning the above guidelines. Remember that the freight company is responsible to you for any freight damages; New Morning Windows has no liability whatsoever for freight damage and no control over your freight damage claims. However, we can assist you if you inform us in a timely and thorough manner and will do our best to properly protect your material with sturdy crating and packaging materials.

#### Most Commonly Used Freight Carriers

Yellow Freight System (Customer Service Center)

1-800-610-6500

Con-Way Transportation Services, Inc

1-800-755-2728

**FOREGOING AN INSPECTION BECAUSE THE CRATING MATERIAL APPEARED TO BE IN GOOD CONDITION WILL PRECLUDE YOU FROM RECEIVING FULL REIMBURSEMENT ON DAMAGED FREIGHT MATERIAL.**

*Service*

# TYPES OF DRAWINGS AVAILABLE

**1) STANDARD DETAIL DRAWING** This drawing is provided to customers for every window and accessory order that is placed with New Morning Windows. It details all the window specifications, has a sill section drawing and a mullion section drawing when applicable.

ASSEMBLED BY: \_\_\_\_\_ CLADED BY: \_\_\_\_\_ GLASS LABEL: \_\_\_\_\_ GLAZED BY: \_\_\_\_\_

## 1. STANDARD DETAIL DRAWING

**WINDOW ELEVATION**

**MULLION SECTION**

**SILL SECTION**

<b>GLASS NOTES</b>	<b>FRAME NOTES</b>	<b>GRILLE NOTES</b>	<b>LOOSE ACCESSORIES</b>
* GRAY GLASS SPACER *	* NO NAILFIN ON SILL *	* INT GRILLE IS REMOVABLE *	<b>PAINTED PARTS</b>
	* C-SILL *		
	* AW-1 STOPS *		
	* FINGERJOINTED MULLCAP *		

CUSTOMER: OUR CUSTOMER	QUANTITY: 1	CYCLE: 1A MAY	BRICKMOLD: ---
SHIPPING ADDRESS: THEIRTOWN, USA.	OVER UNIT: A/W CASEMENT		EXTRUSION: NARROW VINYL / WHITE
NEW MORNING WINDOWS  20845 KEMERODE COURT, LAKEVILLE, MN. 55044 PH: (952) 885-5454 FAX: (952) 885-5480	UNIT DIM: 40 3/4 X 72		GLASS: DIG / HP+ / GRAY SPACER
	R.O. DIM: 41 1/4 X 72 1/2		TRIM: ---
	EXT. GRILLE: ---		GRILLE: 3/4" CROWN / PINE / REMOVABLE
	DISK REF. #: 2000/1A MAY		DRAWN BY: DF SALES ORDER #: 12345

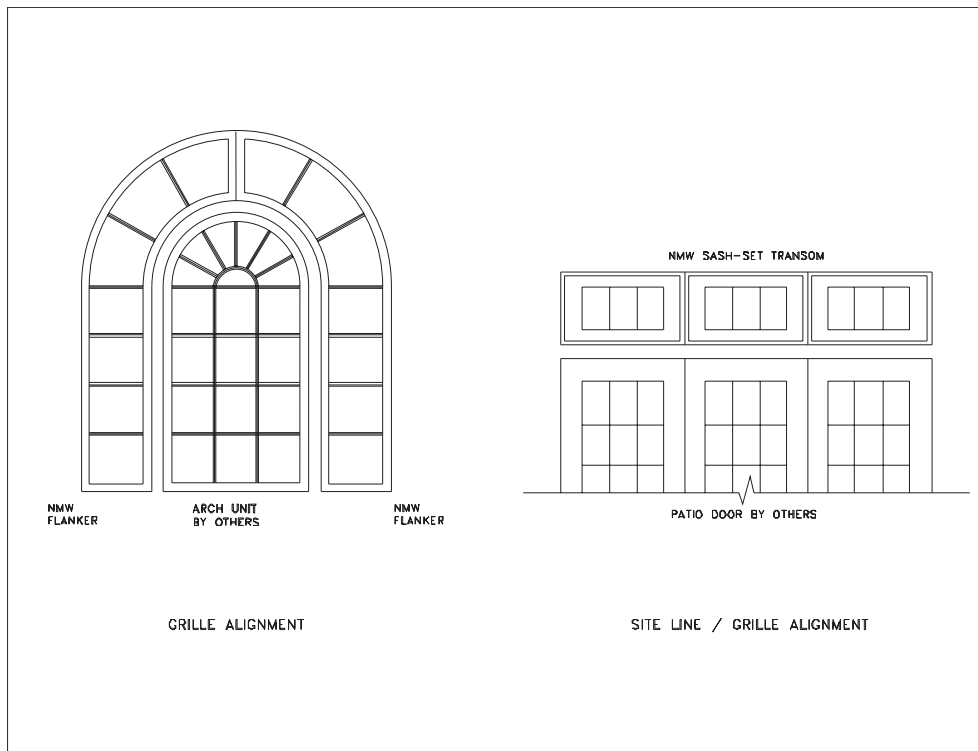
**2) COMPOSITE DRAWING** This drawing is available upon request. It details the exact spacing and radius required (from frame to frame) in order for the units to form a continuous radius. When ordering a window composite, you will be required to approve a drawing before production.

CUSTOMER NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

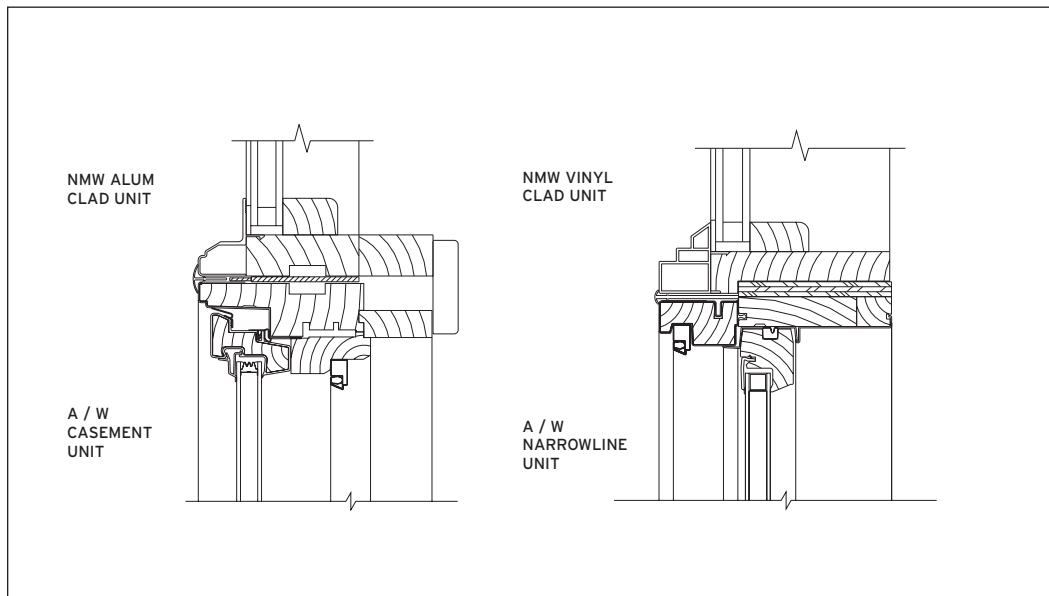
OUTSIDE FRAME DIMENSIONS

APPROVED BY: \_\_\_\_\_

**3) ALIGNMENT DRAWING** This front elevation drawing allows the customer to review our unit and how it lines-up with another manufacturer's unit. Customers can then verify sight line and grille alignment issues.



**4) MULLED UNIT DETAIL** This drawing shows our unit mulled directly to another manufacturer's unit. Its availability is dependent upon our access to the other manufacturer's frame details. Call our Customer Service Department for more information.



## PROMOTIONAL MATERIAL

New Morning offers literature and product samples to assist customers with the promotion of our custom products and to help answer product detail and construction questions. Please call our Customer Service Department for promotional material pricing and shipping information. If you would like to discuss a specific marketing program or need assistance with the design of custom showroom models and/or window sections, please contact our Sales & Marketing Manager. We are also available if you would like to schedule a personal visit from one of our Sales Representatives.

### LITERATURE

#### **Six Page Color Brochure**

Provides an overview of the company and its products, along with many residential and commercial photos.

#### **Desktop Product Reference Guide**

More than 50 pages of window and accessory options, line drawings and product testing/warranty information.

#### **Photo Book**

Color photos of residential, commercial and restoration jobs.

### PRODUCT SAMPLES

**Fixed Window Corner Section** (direct or sash set unit), with or without glass  
Handheld sample that shows window particulars and construction.

**Operable Window Corner Section** (casement or hung unit), with or without glass  
Casement sample includes exterior hinge, crank handle and weather-strip.  
Double-hung sample includes sash liner and lift handle.

**Corner Post Window Post Section** (without glass)  
Show your customers the most uniquely designed corner post available in the market today.

**Cladding / Color Sample**  
Frame and cladding sample showing all standard colors available in a particular cladding profile.

**Exterior Grille Samples**  
Samples of all the exterior grille profiles and corresponding colors we offer.

**Interior Grille Samples**  
Samples of all the interior grille profiles we offer.

YOU ARE CORDIALLY INVITED TO VISIT US



Please visit our facility in Lakeville, Minnesota.



Come and experience firsthand the art of custom window manufacturing. Your visit will include a tour of our manufacturing and technical support areas. We will demonstrate how we can make the process of specifying, quoting and ordering any custom product easy for you. We hope that you will consider including New Morning Windows on your itinerary when you are in our area. Please try to provide advance notice. We are located less than a 1/2 hour south of the Minneapolis-St. Paul International airport.



Cover photo: Residential project in Danville, California

Architect: Arete, Inc., Concord, California

Window Dealer: Quality Windows and Doors, Pleasanton, California

Andersen® Window Corporation supplied windows and doors for this project also.

Inside photos: New Mornings' complementary windows shown along with other manufacturers' standard products.