



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.

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Warranty