



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)

Warranty



**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

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 unenforceability 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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