



# Limited 10 Year Warranty

**Terms and Conditions** -TM Windows, LLC (hereinafter referred to as "TM") warrants to the original purchaser that all of its products shall be free from defects in material or workmanship for the periods specified below. This warranty applies to the products under normal use, subject to the conditions herein , and as determined by TM in its sole discretion. This warranty does not cover damages attributed to improper installation , inadequate maintenance, improper product use, after market product modification, normal weathering, highly corrosive environments, damages caused by fire, accident, flood, acts of God, vandalism, building settlement or structure failures, or other occurrences, beyond TM's control. TM makes no representation, warranty or guaranty, express or implied, as to the performance of its product in a tropical storm, hurricane or tornado. TM products were tested in accordance with Miami-Dade County Code requirements. Certain conditions may exist during a tropical storm, hurricane or tornado that exceed these requirements.

TM's responsibility under this warranty is limited to repair, replacement or refund as determined by TM in its sole discretion and does not include removal, installation, repair or replacement of trim, stucco, or other finishes. Decisions as to whether to repair, replace or refund will be made by TM in its sole discretion. Replacement parts provided will be the closest equivalent product available. The supplying of replacement parts by TM pursuant to this warranty will not extend the warranty period provided for by this warranty.

**Glass Breakage** - TM warrants against stress cracks in glass for a period of one (1) year from delivery. Other imperfections such as scratches or reflected distortions from a tempering or heat strengthening process, are to be expected and are not covered under this warranty.

**Laminated Glass** - TM warrants that for a period of five (5) years from delivery under normal conditions of use, that the products shall be free of defects resulting in material edge separation or obstruction of vision from delamination.

**Insulated Glass** - TM warrants that the sealed glass component of insulated glass shall be free of defects resulting in material obstruction of vision or film formation caused by dust or moisture on the internal surface of a sealed unit for a period of ten (10) years following delivery.

**Paint Finish Standard ESP Paint Finishes** - TM warrants that for a period of three (3) years following delivery that the paint will not blister or peel. For products installed within three (3) miles of bodies of salt water the warranty period is one (1) year.

**Duramar\* Resin and Other AAMA 2605 Finishes** - TM warrants that for a period of ten (10) years following delivery that the paint finish will not blister or peel.

TM's warranties for paint and other finishes described herein do not cover scratches, weathering or products that are not properly maintained pursuant to TM's maintenance procedures.

**Anodized Finish Warranty** - TM warrants the class 1 clear anodized finish against cracking, crazing, flaking or blistering for three (3) years from date of delivery. Note that it is typical for anodized finishes to have color variation and dye processing marks that occur during manufacturing. These are not considered defects and are not covered under the warranty. Failure to maintain clear anodized finishes pursuant to TM's maintenance procedures will void this Anodized Finish Warranty.

**Screens** - TM warrants that its screens will be free of material defects for a period of three (3) years from delivery.

**Hardware** - For products originally installed in a single family residence, TM warrants that for a period of ten (10) years following delivery that the mechanical operation of hardware components will be free from material defects. For products originally installed in non-single family residential family applications, TM warrants that for a period of three (3) years following delivery that the mechanical operation of hardware components will be free from material defects.

**Structural Integrity of Windows and Doors** - The aluminum vent, panel, and framing members shall be free from defects in material or workmanship, and shall maintain their structural integrity and form, for a period of ten (10) years.

**Residential Intruder Protection** - TM warrants, for a period of ten (10) years following delivery, that TM will reimburse the original single family residential homeowner for property loss arising out of burglary due to entry through a locked pane of glass which has been smashed or broken by a burglar, up to a maximum of the owner's homeowner's insurance deductible (not to exceed \$1,000). Such claims must be filed with TM by customer within 30 days of the burglary and must provide TM with the following: a) proof of purchase of the broken window or door; b) a copy of the police report; c) a copy of the loss claim notice made to the homeowner's insurance company covering the burglary; d) two (2) photographs of the broken window or door showing the logo of the glass manufacturer; and e) a statement from the homeowner's insurance carrier documenting the covered loss and the amount of the homeowner's deductible for which the homeowner will be responsible toward such covered loss.

**Registration of Warranty Coverage** - This warranty applies only to the original purchaser of TM products, only in the home or structure where originally installed and only within the continental United States. For the warranty to be valid, the owner must register all TM products with TM within ninety (90) days of installation. Registration must be completed on the warranty Registration Card provided and mailed to TM.

**Supplemental Warranty Language - EXPORT** - For TM products installed outside of the continental United States, the standard TM warranty will apply with the following exceptions:

All warranty coverages of ten (10) years are hereby reduced to five (5) years. TM will provide replacement parts or refunds at its sole discretion, but will not be responsible for doing on-site inspections or warranty repairs. Coverage for stress cracks is excluded outside the Continental U.S. Residential Intruder protection is not available outside the continental U.S. **IMPORTANT, FOR COVERAGE OUTSIDE OF THE CONTINENTAL U.S., ALL PRODUCTS MUST BE PROPERLY PROTECTED DURING INSTALLATION, INSTALLED BY TRAINED TM INSTALLERS AND MAINTAINED AND CLEANED IN ACCORDANCE WITH TM'S MAINTENANCE PROCEDURES.**

**Where to Make a Claim** - Except where a different time limit is specifically provided for herein, any claim for defect under this warranty should be submitted, in writing, within ninety (90) days of discovery of the defect, to the dealer where the defective product was purchased. If you cannot locate the dealer, claims must be submitted to TM Customer Service at 954-781-4430 (fax - 954-781-3595) within the applicable time limit.

**General Provisions** - TM's responsibilities pursuant to this warranty does not extend to, and TM is not responsible for, any costs associated with the removal and/or reinstallation of any product covered by this warranty. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS STATED HEREIN. ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIOD OF WARRANTY COVERAGE OF THESE EXPRESS WRITTEN WARRANTIES. TM IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OR INJURY TO PERSONS OR PROPERTY.** Certain states do not allow limitations on the duration on limited, incidental or consequential damages; therefore, these limitations may not apply to you.