

NEWPRO 2000

50 Year "No-Nonsense" Warranty

Including Free Service

I. Warranty Coverage:

NEWPRO Operating, LLC warrants that

- the NEWPRO 2000 windows will be free from defects in materials and workmanship, will be installed in a good workmanlike manner, and, will perform the essential functions for which they were designed for a period of **fifty (50) years** from the date of window installation. This warranty does not cover finished trim, plastering or painting;
- all insulated glass featuring Window Power® will be free from material obstruction of vision resulting from filming or dust collecting between the glass surfaces for a period of **fifty (50) years** from the date of window installation;
- all insulated glass featuring Window Power® which accidentally breaks will be replaced free of charge for a period of **fifty (50) years** from the date of window installation; and
- the wood grain laminate or designer colored painted window will be replaced or repaired if any failure to finish should occur, for a period of **ten (10) years** from the date of window installation.

These warranties extend only to the Original Purchaser (and, to the extent provided below, to any permitted transferee) and cover only those NEWPRO windows and window parts installed by authorized NEWPRO window installers.

NEWPRO may elect, at its sole option, to repair, replace or refund the cost of any defective part(s) of a NEWPRO window covered by this warranty provided the claim is submitted within the warranty period by the Original Purchaser or a permitted transferee. If replacement part(s) are not available at the time of the claim, NEWPRO may substitute like part(s) of equal value and quality. This may occur, for example, if NEWPRO elects to change, alter or discontinue any part of its product line, which it may do at its sole discretion.

All parts provided under this warranty will be shipped to the customer F.O.B. Bellingham, Massachusetts.

II. Limitations:

This warranty does not cover defects, damage or destruction caused by any of the following:

1. airborne pollutants such as salt or acid rain;
2. acts of God, war, riots, vandalism;
3. settling or structure failure of the dwelling in which the window was installed;
4. corrosive cleaning agents or exposure to harsh chemicals;
5. unauthorized modification to the window performed after initial installation;
6. damages caused by misuse of the window;
7. failure to keep the window unit properly caulked and re-caulked as needed.



Damaged fiberglass mesh screens will be replaced for a period of **one (1) year** from the date of installation.

IN NO EVENT SHALL NEWPRO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, THE COST OF REPAIR OR REPLACEMENT OF ANY OTHER PART OF THE BUILDING IN WHICH THE WINDOW IS INSTALLED) RESULTING FROM OR RELATED TO ANY CLAIMS COVERED BY THIS WARRANTY, EVEN IF NEWPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

III. Transferability:

This warranty may be transferred by the Original Purchaser(s) to a purchaser of the building in which the window was installed provided that such transfer occurs within **ten (10) years** of the original installation of the NEWPRO window and provided further that NEWPRO receives written notice of such transfer within **thirty (30) days** from the date title to the building is transferred. The notice must state the name and address of the Original Purchaser(s), the name and address of the purchaser of the building, and the address of the building in which the NEWPRO windows were installed. Such notice shall be sent to NEWPRO by certified or registered mail to 26 Cedar Street, Woburn, MA 01801, postage prepaid. If such notice is sent, and notwithstanding anything to the contrary contained herein, the warranty period for the subsequent owners of the property in respect to the covered windows shall be limited to **ten (10) years** from the date of the transfer of property to the subsequent owners.

IV. Effective Date:

This No-Nonsense Warranty will become effective upon installation of the windows in the premises and full payment of the purchase price in accordance with the terms of the agreement between NEWPRO and the Original Purchaser(s).

MA Reg 146589 • RI Reg 26463 • CT Reg 0605216