



## Zenith Series Products Residential Warranty

### Full Lifetime Warranty for as Long as You Own and Reside in Your Home

Alpen HPP, LLC dba Alpen High Performance Products (“Alpen”) Zenith Series windows and doors (hereafter referred to as “Zenith Series Products”) are made to the highest standards. When properly installed and maintained, these products are designed to withstand many years of normal use. Alpen guarantees to the original purchaser of Zenith Series Products installed in a single family home or multi-family home unit (“home”) as new construction or as replacements, that Alpen will repair or replace any such Alpen Window Products that are defective in materials or workmanship. Provided further that if repair is not commercially practical or cannot timely be made, then Alpen will, at Alpen’s option, refund the purchase price provided that Alpen receives prompt notice of such defective materials or workmanship; and proved that if repair is not commercially practical or cannot timely be made, Alpen reserves the right to inspect and review the suspected product defect and accept or reject any warranty claims.

### Screens

Alpen will replace any Alpen window/door screen frame that is defective in materials or workmanship at no charge to the original purchaser for a period of only one (1) year after start date.

### Proper Care and Maintenance

Please carefully follow all care and maintenance instructions for Zenith Series Products. Failure to do so may limit your coverage under this warranty. Original purchaser is responsible for routine maintenance, service and cleaning of the Zenith Series Product. Salt and other corrosive or abrasive materials must not build up on any surfaces of the window or hardware. All surfaces of the window should be cleaned with a mild detergent soap and water regularly to remove any excess salt, corrosion or abrasive materials that may accumulate on the window. Hardware should also be regularly inspected, cleaned and lubricated. All gaskets should be periodically inspected for abnormal weathering and deterioration. The environment within two miles of the seacoast can be extremely corrosive and all warranty periods in this warranty are limited to ten years with the use of stainless steel

hardware; however, it is the Buyer’s sole responsibility to specify stainless steel hardware components for this limited warranty to be applicable.

Even with the appropriate maintenance as described above, products installed within 2 miles of seacoast environment will typically deteriorate more quickly than products installed in a less severe environment.

Some corrosion and/or deterioration is considered “normal wear” in this seacoast environment.

### Persons Covered

This warranty extends only to the original purchaser of Alpen Window Products. The warranty starts on the date of purchase of the home as new construction or the installation of Alpen Window Products and doors in the home as replacements (“start date”) and remains effective as long as the original purchaser owns and resides in the home. In addition, if the original purchaser sells the home before ten (10) years has elapsed after the start date, Alpen will automatically extend coverage under this warranty to the new owner(s) of the home and any subsequent owners, until the tenth (10th) anniversary of the start date upon registration by any such successor owner with Alpen by notifying A l p e n at the address (see right) within thirty days of such sale and the payment of \$50 administrative transfer fee to Alpen (the original purchaser and any such transferees being referred to below as the “covered owner”).

### Claims Process

If you believe the Alpen Window Products or any part thereof are defective in a manner covered by this warranty, you must submit a claim in writing (the “claim”) to Alpen or the distributor, home improvement dealer or other business that sold you the Alpen Window Products within thirty (30) days after any defect or other basis for the claim is discovered or should have been discovered. Claims submitted after such deadline shall not be covered by the warranty. Written claims should be directed to the warranty service center, 6268 Monarch Park Place, Niwot, CO 80503. In your written notice of the claim, you must provide a description of the Alpen Zenith Products including original sales order number, purchase price, and the date and location of purchase of the Alpen

Zenith Products. In addition, your claim should include a description of the nature of the problem, the date of installation and reasonable evidence showing that you are covered by the warranty. Upon receipt of the claim by Alpen, Alpen will review the claim to determine if it is covered by this warranty. Alpen may require you to supply pictures or ship a representative sample or request reasonable access for inspection. If the claim is covered by this warranty, Alpen will replace the defective part(s) or complete window unit(s) with new part(s) or new Alpen Zenith Products unit(s) at no charge (except as otherwise provided herein) in accordance with the terms of this warranty. All replacement part(s) or complete window or door unit(s) will be shipped from Alpen's manufacturing facility. Shipping, packaging and handling charges are the responsibility of the covered owner. Any claims under this warranty, at the option of Alpen, are expressly limited to: (1) the original cost of the Alpen Zenith Series Products, or (2) the cost of replacing or repairing the defective Alpen Zenith Series Products or part of the Alpen Zenith Series Products. The costs covered by this warranty do not include any labor or installation costs. The warranty period shall not be extended by the replacement of any Alpen Zenith Series Products but any replacement Alpen Zenith Products will continue to be covered during the remainder of the original applicable warranty period. Alpen reserves the right to change, alter or discontinue any of its products at its sole discretion. If any part, component or complete window or door unit is not available at the time of any claim by the covered owner under this warranty, Alpen reserves the right to substitute another product that it determines in its sole discretion is of substantially equal quality or value for the Alpen Zenith Products involved in the warranty request.

### **Exclusions from Coverage**

This warranty does not cover damage or defects relating to misuse, abuse, accident, negligence, alterations including but not limited to customer-applied finishes or films, or the use of applied tints, normal wear and tear, broken glass, natural weathering or fading of exterior finishes, acts of nature (e.g. fire, hurricane, etc.), building settling, structural failures of walls or foundations or improper

storage, improper handling, improper installation, or resulting from a lack of maintenance, including caulking to seal window frames or trim. This warranty does not apply to any products that are installed in a home that has a non-drainable EIFS or DEGs siding product.

### **Limitations on Remedies**

The foregoing limited warranties are the only warranties applicable to the Zenith Series Products. This warranty is limited to the repairing or replacing of defective parts or components, or the refund of the purchase price for the product as provided herein, at Alpen's sole option, and does not cover or include any labor costs, or shipping cost including without limitation costs incurred in connection with the removal and reinstallation of the window or door or any part or component of the window or door. Under no circumstances will Alpen be liable for incidental or consequential charges, whether based on breach of an express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Some states do not allow for the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

### **State Remedies**

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.