

Ten (10) Year Limited Commercial Warranty

Alpen HPP, LLC dba Alpen High Performance Products (“Alpen”) commercial windows and sliding glass doors (hereafter referred to as “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 commercial purchaser (“Commercial Purchaser”) of Alpen Window Products installed in (i) single family developments or multi-family home units that is not owner-occupied or (ii) light commercial including but not limited to hotels, schools, government buildings, offices, fraternal or religious use facilities (collectively a “Covered Building”) as new construction or as replacements, that Alpen will, at Alpen’s option, either repair or replace any Products that are found to be defective in materials or workmanship during the 10-year warranty period defined below (“Warranty Period”) provided that Alpen receives prompt notice of such defective materials or workmanship.

Persons Covered and Definition of Warranty Period

This Warranty extends to the original Commercial Purchaser of Alpen Window Products installed in a Covered Building. The Warranty Period starts on the date of purchase of a covered building as new construction or the date of purchase of Alpen Window Products that are installed as replacements (“Start Date”) and expires ten (10) years after the Start Date.

Exclusions from Coverage

This Warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, broken glass, alterations including but not limited to customer-applied finishes, normal wear and tear including but not limited to natural weathering of exterior finishes, acts of nature (e.g. fire, hurricane, etc.), improper storage, improper handling, or improper installation. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty.

Window Frame

This warranty is limited to defects in the window frame

material and/or workmanship and specifically excludes the following:

1. Damage caused by improper handling, abuse, vandalism, or other causes beyond Alpen’s control;
2. Glass breakage or screen cloth tears regardless of cause;
3. Defects or malfunction resulting from improper installation, inappropriate application or lack of maintenance;
4. Damage or malfunction resulting from settlement of the structure;
5. Fading, chalking or accumulations of dirt or stains regardless of cause;
6. Defects or damage resulting from excessive wind, hail, rain, or lightning; intentional acts, accidents, negligence or exposure to caustic chemicals or pollutants;
7. Defects or damage resulting from unauthorized modification of the product;
8. Condensation on any window component which may occur as the natural result of humidity within the building area.

Insulating Glass Unit

This warranty is for failure of the hermetic seal only, and covers the formation of water and/or dust on protected surfaces of the glass. The warranty covers Alpen Window Products installed in normal conditions and excludes areas with excessive humidity. In cases such as swimming pool enclosures, the warranty against failure of the hermetic seal will be for a period of one (1) year. Glass breakage is not covered. This warranty covers the replacement only of the defective insulating Glass Unit, F.O.B. Alpen Plant. Labor costs are not covered.

Proper Care and Maintenance

Please carefully follow all care and maintenance instructions for Alpen Window Products. Failure to do so may limit your coverage under this warranty. Original purchaser is responsible for routine maintenance, service and cleaning of the Alpen Window Products. 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 for Alpen Window Products utilizing operable frames are applicable only if such Alpen Window Products utilize stainless steel hardware where it is available; 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.

This Warranty does not apply to any products that are installed in a Covered Building that has a non- drainable EIFS or DEGs siding product. This warranty is limited to the repair or replacement of defective materials only and is F.O.B. Alpen facility. Labor charges are not included.

Gas

For Products described as having insulated glass with one or more inert gases (e.g. Argon or Krypton) ("Inert Gas"), Alpen injects Inert Gas at the time of manufacture. No warranty is made as to the amount or percentage of Inert Gas present in the insulating glass. It is known that Inert Gas within insulating glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of Inert Gas out of the insulating glass. Alpen makes no warranty regarding the rate of dissipation of Inert Gas or the amount of Inert Gas remaining in the window at any time after manufacture.

Limitations

The foregoing, limited warranties are the only warranties applicable to the stated commercial products manufactured by Alpen and are granted in lieu of any warranties otherwise expressed or implied by law or equity. Alpen's liability is limited, solely and exclusively, to repair or replacement, at Alpen's option. Under no circumstances will Alpen be liable for incidental or

consequential charges such as, but not limited to, costs of any purpose, inconvenience, damage or injury to persons or property or any other expense.

Alpen reserves the right to discontinue, modify, or re-design any Alpen Window Products without notice. Should replacement be required under the terms of this warrant and an exact replacement part is not available, Alpen reserves the right to substitute a part or parts at its sole option.