

CHERRY CREEK DOOR & WINDOW COMPANY, INC.

EXPRESS LIMITED WARRANTY FOR CHERRY CREEK PRODUCTS (DOC.# 1106 EFF. 02/1/07)

I. WARRANTY LIMITATIONS:

This Express Limited Warranty is in lieu of all other warranties, express or implied. There are no implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, or any other warranties that extend beyond this Express Limited Warranty. Cherry Creek Door & Window Company, Inc. (herein known as Cherry Creek) does not warrant any special product or item which is manufactured according to specifications provided by the customer, its agents or representatives. Under no circumstances, will Cherry Creek be liable for any costs of shipping, taxes, disassembly, removal, or reinstallation of the product or any part, including, the insulated glass, painting (except as provided by this Warranty), staining, or any other activity necessary in finishing the reinstallation or for any INCIDENTAL OR CONSEQUENTIAL DAMAGES or LOSS to other property. The remedies provided under this Express Limited Warranty are exclusive and in lieu of all other remedies at law or equity.

II. COVERAGE FOR WINDOW AND DOOR PRODUCTS (INCLUDING PREHANG)

This Express Limited Warranty extends to all Window and Door products supplied by Cherry Creek. This Warranty applies only if the Cherry Creek product is installed in a structure located within the United States of America or Canada. This Warranty applies only to products as originally installed in the customer's structure and does not apply to any tear outs or reinstallations.

Cherry Creek warrants that, if stored, finished, installed, maintained, and operated in accordance with Cherry Creek's instructions, all WINDOW and DOOR products supplied by Cherry Creek (with the exception of special items and products for which there is no warranty) shall be free from defects in material and workmanship that would render them unserviceable or unfit for the ordinary use for which each window or door was supplied, for a period of TWO (2) YEARS from the date of delivery. The warranty of replacement products (including upgrades thereto) furnished pursuant to this Warranty will be limited to the remainder of the Warranty period of the original product.

Cherry Creek's obligations under this Express Limited Warranty shall be limited, at its option to (1) repair any window/door without charge, (2) replace any window/door with our charge in whatever stage of fitting and/or finishing it was in when originally delivered by Cherry Creek, (3) provide a comparable new Cherry Creek replacement part for any part which Cherry Creek determines to be defective in material or workmanship under normal use and service (4) refund the price received by Cherry Creek for any window/door, if the window/door is found not to comply with this Warranty.

A. WARRANTY EXCLUSIONS FOR WINDOW AND DOOR PRODUCTS

Cherry Creek does NOT warrant any of the following:

- (a) Unsatisfactory service or appearance of the product caused by failure to follow the standard storage, handling, job finishing, maintenance and installation instructions.
- (b) The appearance of field finished windows/doors,
- (c) Normal wear or discoloration of finishes, including the tarnishing of brass, and/or oil-rubbed finishes,
- (d) Natural variations in the color or texture of wood. Exterior finishes on stain grade products not warranted for staining, all exterior finishes must be painted for full protection.
- (e) Any special product or item which is manufactured according to specifications provided by the customer, its agents or representatives (See the following paragraph on "Special Items and Products"),
- (f) Product performance in the event the product has been modified/ordered in any way from the product as designed, such as, for example, a door unit without a multipoint locking system,
- (g) Cutting into mortise and tenon joints and/or door dowels,
- (h) Surface grain separation or "checking" of door panels,
- (i) Custom doors of any style, species, size, and quantity are excluded from this Warranty under the provision herein on Special Items and Products. Further, stile and rail door panels (excluding our Standard doors) shall be limited to a period of two (2) years under this Warranty, allowing for other exclusions herein,
- (j) Warping of: (1) 1-3/8" thick doors that are wider than 3'0" or higher than 7'0", (2) 1-3/4" or thicker doors that are wider than 3'6" or higher than 8'0"
- (k) Panel Sizes exceeding: (1) 23" wide in Fir doors, (2) 12" Wide in Hardwood Doors,
- (l) Panel shrinkage in a door,
- (m) Any 1-1/8" thick door, or any 1-3/8" thick door used in an exterior application,
- (n) Hardwood doors used in an interior application,
- (o) Window/Doors with face veneers of different species of wood,
- (p) Doors that are improperly hung and/or do not swing freely,
- (q) Doors exposed directly to rain water,
- (r) Any product installed in structures that do not allow for proper management or drainage of moisture such as Exterior Insulation and Finish Systems (EIFS), also known as "Synthetic Stucco", and/or other barrier types of construction,
- (s) Environmental conditions or use exceeding design standards,
- (t) Tops, bottoms and edges of doors and window sash must be painted for weather protection.

- (u) Condensation, frost, and/or mold on exposed surfaces. Condensation, frost, and/or mold is not a defect in the product, but a result of excessive humidity,
- (v) Corrosion, wear, or failure of standard hardware, in seacoast High Salt Concentration areas, high chlorine atmosphere, and/or other highly corrosive environments.
- (w) Products which have non-Cherry Creek products mulled/attached to them and/or field mulled units if not mulled to Cherry Creek's specifications.

B. DOOR ALLOWABLE TOLERANCES

Warp shall not be considered a defect unless it exceeds 1/4 inch in the plane of the door itself for doors up to 3-6 x 7-0 and/or 3/8" for doors over 3-6 x 7-0. Warp is any distortion in the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. The term warp shall include bow, cup and twist, and shall be measured by placing a straightedge, taut wire or string on the suspected concave face of the door at any angle (i.e. horizontally, vertically, diagonally), with the door in its installed position. The measurement of bow, cup and twist shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door.

III. COVERAGE FOR INSULATING GLASS

This Express Limited Warranty extends to all insulating glass products manufactured/supplied by Cherry Creek. This Warranty applies only if the Cherry Creek product is installed in a structure located within the United States of America or Canada. This Warranty applies only to products as originally installed in the customer's structure and does not apply to any tear outs or reinstallations. The removal of the insulating glass unit from the sash/frame or removal of a fixed sash from the frame, as originally installed by Cherry Creek will not be covered by this Warranty.

Cherry Creek warrants that, if the insulating glass is installed, maintained, and operated in accordance with Cherry Creek's instructions, the INSULATING GLASS only, if any, in Cherry Creek's products shall be free from defects in material and workmanship for a period of TEN (10) YEARS from the date of purchase from the date of delivery. This Warranty begins on the date of delivery and is extended to all first end users of Cherry Creek products, and is transferable to subsequent end users for the remainder of the stated Warranty period in the original structure. The Warranty of replacement products (including upgrades thereto) furnished pursuant to this Warranty will be limited to the remainder of the Warranty period of the original product.

During the first two (2) years after the date of delivery, Cherry Creek's obligations under this Warranty shall be limited to, at its option and expense, removal and replacement of the defective INSULATING GLASS units into original frame, excluding any charges associated with refinishing of associated wood frames/stops.

After two (2) years from the date of delivery, to ten (10) years from the date of delivery, Cherry Creek's obligations under this Warranty shall be limited to, at its option and expense, repair or replacement of the defective INSULATING GLASS units which it determines to be defective in material or workmanship under normal use and service, excluding any charges associated with removal, delivery, installation, and refinishing of associated wood frames/stops. Repaired/replaced INSULATING GLASS shall be provided F.O.B. Cherry Creek's factory at Vashon, Washington.

A. EXCEPTIONS TO WARRANTY FOR INSULATING GLASS

This Express Limited Warranty is subject to the following exceptions:

1. Any laminated glass is warranted for a period of five years against delaminating which materially obstructs vision through this product be it single glazed and/or as part of the construction of an insulating glass unit.
2. All insulating glass, except that known as TDL, tempered glass, and/or any glass having an aspect ratio greater than 6:1 in glass size, shall be free from stress cracks for a period of 1 (one) year from the date of purchase. TDL glass, tempered glass, glass with an aspect ratio greater than 6:1, and/or single glazed (non-insulating glass) units have no Warranty on glass stress crack breakage. A stress crack is a crack in the piece of insulating glass that occurs only on the inside lite of the piece of insulating glass, usually from a rapid change in temperature.
3. The effectiveness of an inert gas inside an insulated glass unit will be eliminated in that unit if ordered and/or manufactured with capillary tubes, often known as high altitude glass. Thus, the effectiveness of the inert gas is not warranted in these cases.

B. WARRANTY EXCLUSIONS FOR INSULATING GLASS

This Warranty does not cover glass breakage (with the exception and limitations as described in the stress crack section of this Warranty), glass color, bent glass, triple insulating, decorative/art type glass (except our standard Decorative Series), distortion (including tempered glass), minor glass imperfections that do not affect the normal vision or product performance including curvature of glass due to atmospheric conditions, or any other failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, exposure to elements when the glass has not been installed by Cherry Creek, improper or insufficient handling, storage, installation, maintenance or service, installation in sloped glazing, or non-standard installations including, but not limited to, installation in a non-vertical, upside down, on-the-side, or out-of-square position.

Also excluded from this Warranty, are failures or operating difficulties resulting from the exposure to corrosive fumes or condensates, stress from movement of the structure in which the glass is installed, the rattling of grilles in an air space,

scratches to the glass caused by sanding/poor finishing techniques, use of night insulation or films and coatings on the interior of the product, or use in swimming pool, whirlpool tubs, spas or other high-humidity areas without adequate ventilation or humidity control. Condensation or frost is not a defect but is a result of excessive humidity.

IV. SPECIAL ITEMS AND PRODUCTS

A "Special Item" or "Special Product" are those items and products manufactured by Cherry Creek to meet the specific requirements of a customer or construction project and which do not conform in to Cherry Creek's standard manufacturing specifications. Representation in product literature does not qualify products for non-special/standard status. Special items and products also include items manufactured for special or unique uses or are designated as such prior to or at the time of the acceptance of a written purchase order wherein Cherry Creek disclaims existence of a Warranty in writing to the purchaser as part of the purchase contract. Cherry Creek does not warrant or guarantee any such items or products, nor is any such item or product warranted or guaranteed to meet any specific window/door test. Under the circumstances, Cherry Creek cannot and will not assume responsibility in any respect for these items or products either with respect to their operation or function. While Cherry Creek continues to be proud of its reputation of being able to manufacture any special item or product, nevertheless, because of the variety of items and products customers request Cherry Creek to make, Cherry Creek cannot foresee how each of these units will perform when installed at various construction and job site projects.

V. OTHER EXCLUDED ITEMS

There are numerous components used in our products which are covered by their manufacturers' separate warranties. These include, but are not limited to, such items as electric operators, fiberglass screen cloth, and numerous hardware items such as mechanical parts of locks and window operators/locks. We will assist you in recovering any Warranty claim that may arise on these types of items and will provide copies of these warranties upon request.

VI. PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THIS LIMITED WARRANTY

Written notice of any claim under this Warranty must be given to Cherry Creek Door & Window Co., Inc., 9409 SW 188th St, Vashon WA 98070, within thirty (30) days of discovery, and in any event, within the above stated Warranty period. In case of a defect reasonably discoverable by inspection of any product upon receipt of shipment from Cherry Creek, notice must be given within thirty (30) days thereafter and before the product is installed. No Warranty or warranties shall apply in the absence of such notice. After receipt of notice, a representative of Cherry Creek will examine the claim and advise the customer concerning its disposition. Cherry Creek shall not be liable for any product repaired or replaced without its prior written consent. Action on any claim for warp or for photographing may be deferred, at the option of Cherry Creek, for a period not to exceed twelve (12) months from the date of the claim. If a door has been installed prior to such claim being made, the door must remain hung in the original installation during the period of deferment to permit conditioning to humidity and temperature.

VII. NOTICE OF RIGHTS

Some states do not allow limitation on how long an implied Warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. No customer, distributor, sales person, dealer, retailer or other representative of Cherry Creek has the authority to alter or change these warranties either orally or in writing.

VIII. MEDIATION AND ARBITRATION

In the event of any disagreement or dispute between Cherry Creek and any customer relating to this Warranty, any agreement between Cherry Creek and a customer, any Cherry Creek product or any dealings between Cherry Creek and a customer, or any claims under state or federal law, the parties shall submit such disagreement or dispute initially to mediation. If they are unable to resolve the disagreement or dispute by mediation, the matter will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or another similar association or service mutually agreeable to the parties. The mediation and arbitration shall be carried out in Seattle, Washington and judgment upon the award rendered pursuant to such proceeding may be entered in any court having jurisdiction thereof.

IX. GOVERNING LAW

This Express Limited Warranty shall be governed by and construed in accordance with the laws of the State of Washington.