

WHEELER'S WOOD WINDOW TEN-YEAR LIMITED WARRANTY

WHEELER'S guarantees and warrants, solely to the original purchaser of this product, and subject to the conditions and instructions stated below, that its WHEELER'S windows shall be free from any defects in materials or workmanship for ten (10) years from the date of original installation. Should the product prove to be defective during this ten (10) year period, WHEELERS shall, at WHEELER'S option, either 1) repair any such product without charge; 2) furnish a replacement product or component, without charge and shipped freight prepaid to the person making the warranty claim; or 3) refund the original purchase price of the defective product or component.

IN NO EVENT SHALL WHEELER'S PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL OR REPLACEMENT PRODUCT OR ANY REPLACEMENT PART, OR FOR ANY OTHER INCIDENTAL COST RELATED THERE-TO. FURTHER, ANY REPAIR, REPLACEMENT OR REFUND PROVIDED HEREIN SHALL BE LIMITED TO ONE OCCASION.

This warranty is valid only when products covered by this warranty are installed, finished, and maintained in accordance with WHEELER'S written installation instructions. This warranty does not cover 1) damage caused by accident, mishandling or improper use; 2) damage as a result of negligent operation; 3) damage resulting from improper installation or maintenance; 4) damage caused by fire, flood, earthquake, storm, tornado, acts of nature or any other cause beyond the control of WHEELER'S.

CONDENSATION FORMING ON THE OUTSIDE OF THE WINDOW GLASS ON EITHER THE EXTERIOR OR INTERIOR OF THE HOUSE DOES NOT CONSTITUTE A "DEFECT" AND IS NOT COVERED BY ANY WARRANTY PROVIDED HEREIN. WOOD ROT IS NOT A "DEFECT" AND IS NOT COVERED BY ANY WARRANTY PROVIDED HEREIN.

THIS WARRANTY IS VOID IF THE WINDOWS ARE PAINTED, VARNISHED OR COATED WITH ANY SUBSTANCE OTHER THAN THAT APPROVED BY WHEELER'S. Any costs which are your responsibility must be pre-paid prior to any warranty claims being fulfilled.

ANY WARRANTY CONTAINED HEREIN SHALL NOT APPLY TO WHEELER'S WINDOWS WHICH HAVE A NOMINAL TOTAL AREA OF

THIRTY (30) SQUARE FEET OR MORE.

ANY WARRANTY CONTAINED HEREIN SHALL NOT APPLY TO WHEELER'S WINDOWS INSTALLED IN ANY STRUCTURE CLAD IN EIFS OR DEFS FINISH SYSTEMS. THESE SYSTEMS, COMMONLY KNOWN AS "SYNTHETIC STUCCO", HAVE BEEN KNOWN NOT TO PROVIDE ADEQUATE DRAINAGE OR VENTILATION AND MAY DEVELOP ROT BEHIND THE SURFACE.

THIS WARRANTY SETS FORTH WHEELER'S MAXIMUM LIABILITY FOR ITS PRODUCT. WHEELER'S SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. WHEELER'S MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS PRODUCT.

To obtain service under these warranties, you must do so in writing, by certified mail, return receipt requested, to WHEELER'S at #2 Riverside Industrial Park N.E., Rome, GA, 30161-7301, giving the type and size of the product, the date of purchase, the WHEELER'S sales invoice number and the nature of the claimed defect or problem. WHEELER'S reserves the right to inspect, or designate a person to inspect, any part or product that is claimed to be defective and covered by these warranties prior to any repair, refund or replacement.