

CLOSE OUT DOCUMENTS

Palmetto Pointe at Peas Island: Reclad Project

Peas Island, Charleston, SC 29412

Owner:

Palmetto Pointe HOA
Represented by the Board of Directors
1603 Peas Island Rd.
Charleston, SC 29412

General Contractor:

Kennedy Richter Construction Project Manager: Carson Porcher 2157 Rich Street Suite 301, North Charleston, SC 29405 843-207-4849

Palmetto Pointe – Close Out Documents



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SECTION 1 Substantial Completion Form



Certificate of Substantial Completion

PROJECT: (name and address)

Palmetto Pointe 1603 Peas Island Rd Charleston, SC 29412

OWNER: (name and address)
Palmetto Pointe HOA
1603 Peas Island Rd
Charleston, SC 29412

CONTRACT INFORMATION:

Contract For: Re-Clad of 20 Buildings

Date: 9/10/2020

ARCHITECT: (name and address)

N/A

CERTIFICATE INFORMATION:

Certificate Number: Date: 8/27/2020

CONTRACTOR: (name and address) Kennedy Richter Construction

2157 Rich St Suite 301 North Charleston, SC 29405

GONTEACTOR

The Work identified below has been reviewed and found, to the Architect best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Re-Clad, including roof, siding and window replacement of the following Units: 1601, 1603, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1631, 1633, 1635, 1637, 1639, 1641, 1643, 1645, 1647, 1649, 1651, 1653, 1655

N/A
ARCHITECT (Firm Name) SIGNATURE

Paul Kennedy - CEO Kenndy Richter Con

PRINTED NAME AND TITLE

July 28th, 2020

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Minor Punch, 1655 Termite Repairs (Out of Scope)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within

() days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

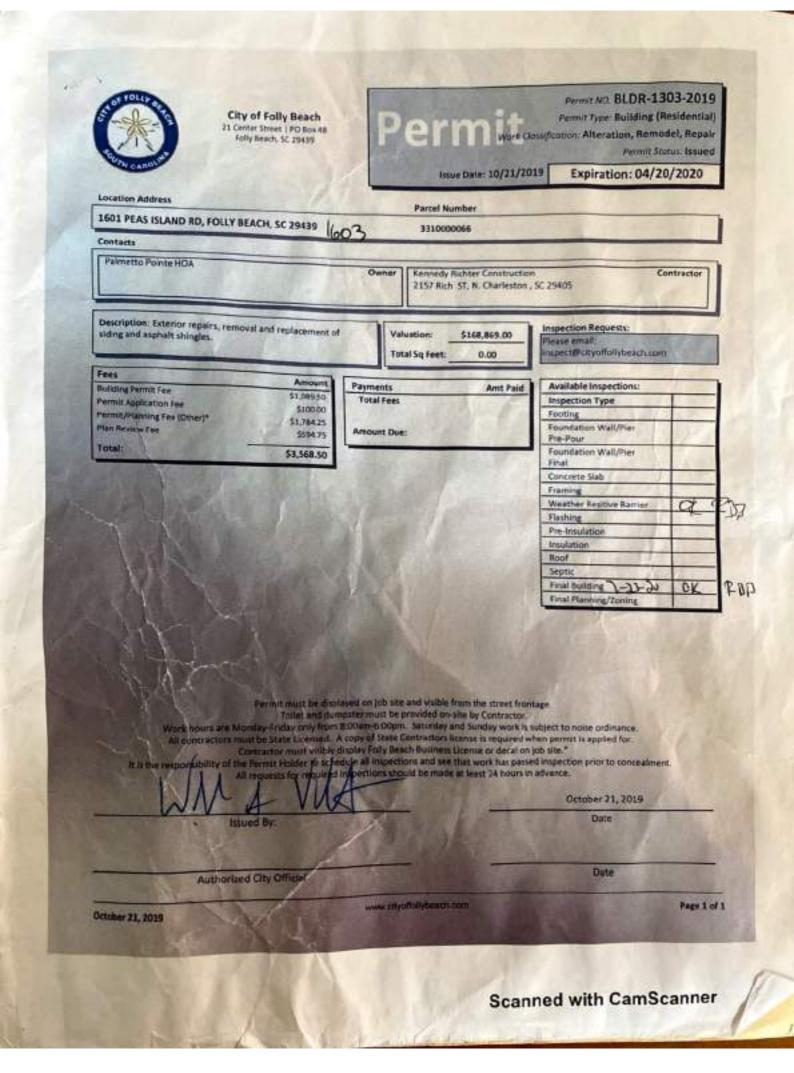
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| Kennedy Richter Construction | - | Paul Kennedy - CEO | 8/27/2020 | |
|---------------------------------|-----------|------------------------|-----------|--|
| CONTRACTOR (Firm Name) | SIGNATURE | PRINTED NAME AND TITLE | DATE | |
| Palmetto Pointe HOA | | | | |
| OWNER (Firm Name) | SIGNATURE | PRINTED NAME AND TITLE | DATE | |

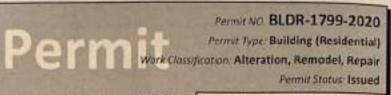
Section 2

Copy of Permits with Final Inspections





City of Folly Beach 21 Center Street | PO Box 48 Folly Beach, SC 29439



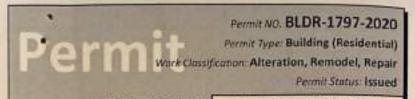
Issue Date: 02/16/2020

Expiration: 08/14/2020

| 1605-1607 Folly Creek WAY, Folly Beach, SC 29412 | | el Number | | |
|---|---|--|--|--------|
| | 33 | 10000064 | | |
| Contacts | | | | |
| Palmetto Pointe HQA Palmetto Pointe | | edy Richter Constructio Flich ST, N. Charleston | | er.com |
| Description: Exterior repairs, removal and replacement or iding and asphalt shingles | f Valuation: Total Sq Fe | - | Inspection Requests: Please email: inspect@cityoffollybeach.com | |
| ees Amount | Payments | Amt Paid | Available Inspections: | |
| uilding Permit Fee \$1,056.50 | Total Fees | Amtraid | Inspection Type | |
| Permit Application Fee \$100.00 | | | Footing | |
| fan Review Fee \$578.25 | | | Foundation Wall/Pier | |
| otal: \$1,734.75 | Amount Due: | | Pre-Pour | |
| 31,134.13 | | | Foundation Wall/Pier Final | |
| | | | Concrete Slab | |
| | | | Framing | |
| | | | Weather Resitive Barrier(- -)- | OK |
| | | | Flashing (0-1-20 | 014 |
| | | | Pre-Insulation | |
| | | | Insulation | |
| | | | Roof | |
| | | | Septic | |
| | | | Final Building 7-27-2 | ac |
| | pater must be provided Odam-6:00pm. Saturd copy of State Contracto splay Folly Beach Busine ule all inspections and : | ay and Sunday work is su wrs license is required wh ess License or decal on jo see that work has passed | ibject to noise ordinance. en permit is applied for. ob site." | |
| H | Approximate a linear security | | February 16, 2020 | |
| Jesued By: | | 1700-1700 | Date | 1 |
| | | | | |



21 Center Street | PO Box 48 Folly Beach, SC 29439



Issue Date: 02/16/2020 Expiration: 08/14/2020 **Location Address** Parcel Number 1609-1611 Folly Creek WAY, Folly Beach, SC 29412 3310000062 Contacts Palmetto Pointe HOA Kennedy Richter Construction Contractor Palmetto Pointe 2157 Rich ST, N. Charleston, SC 29405 patrick@kennedyrichter.com Inspection Requests: Description: Exterior repairs, removal and replacement of Valuation: \$163,000.00 siding and asphalt shingles rispect@cityoffollybeach.com Total Sq Feet: Fees Amount Available Inspections: **Payments** Amt Paid Building Fermit Fee \$1,056.50 Total fees Inspection Type Permit Application Fee \$100.00 Footing Plan Review Fee \$578.25 Foundation Wall/Pier Amount Due: Pre-Pour \$1,734.75 Foundation Wall/Pier Final Concrete Slab Framing Weather Resitive Barrier Flashing 7-19-9 Pre-insulation Insulation Roof Septic Final Building Final Planning/Zoning)-)-20

Permit must be displayed on job site and visible from the street frontage.

Toilet and dumpster must be provided on site by Contractor.

Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance.

All contractors must be State Licensed. A copy of State Contractors license is required when permit is applied for.

Contractor must visibly display Folly Beach Business License or decal on job site."

It is the responsibility of the Permit Holder to schedule all inspections and see that work has passed inspection prior to concealment,

All requests for required inspections should be made at least 24 hours in advance.

issued By:

February 16, 2020

Date

Authorized City Official

Date

February 17, 2020

www.cityoffollybeach.com



siding and asphalt shingles

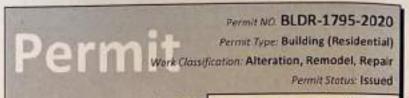
Permit Application Fee

Plan Review Fee

Total:

City of Folly Beach

21 Center Street | PO Box 48 Folly Beach, SC 29439



Please email:

inspect@cityoffollybeach.com

issue Date: 02/16/2020 Expiration: 08/14/2020 **Location Address** Parcel Number 1613-1615 Folly Creek WAY, Folly Beach, SC 29412 3310000060 Contacts Palmeeto Pointe HOA Kennedy Richter Construction Contractor 1613 Folly Creek WAY, Fally Beach, SC 29412 2157 Rich ST, N. Charleston, SC 29405 patrick@kennedyrichter.com Inspection Requests:

Fees Amount **Building Permit Fee** \$1,056.50

Description: Exterior repairs, removal and replacement of

\$100.00 \$578.25 \$1,734.75

Payments Amt Paid **Total Fees** Amount Due:

\$163,000.00

0.00

Valuation:

Total 5q Feet:

Available Inspections: Inspection Type Footing Foundation Wall/Pier Pre-Pour Foundation Wall/Pier Final Concrete Slab Framing Weather Resitive durhar 20 POD Flashing U-D-UB Pre-Insulation Insulation Roof Septic 0 Final Building Final Planning/Zoning

Permit must be displayed on job site and visible from the street frontage. Toilet and dumpster must be provided on-site by Contractor. Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance. All contractors must be State Licensed. A copy of State Contractors license is required when permit is applied for.

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Issued By:

February 16, 2020

Date

Authorized City Official

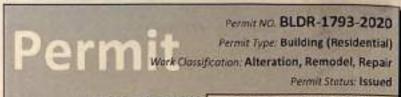
Date

February 17, 2020

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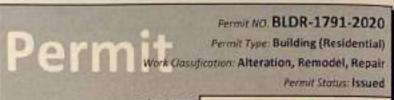
Issue Date: 02/14/2020

Expiration: 08/12/2020

| 517-1619 Folly Creek WAY, Folly Beach, SC 2941 Intacts Palmetto Pointe HOA 1617 Folly Creek WAY, Folly Beach, SC 29412 | 2 | 3310000076 | | |
|---|--|---|--|--------------|
| Palmetto Pointe HOA | | | | |
| | | | | |
| 617 Folly Creek WAY, Folly Beach, SC 29412 | Owner | T Date on a Balleto HOX | 10210 | - |
| | Owner | Palmetto Pointe HOA 1619 Folly Creek WAY, Folly E | Cor | ntractor |
| | | 2023 Tony Creek WAY, Tony C | March, 3C 23412 | |
| escription: Exterior repairs, removal and replacement | . 1 | | Inspection Requests: | |
| ling and asphalt shingles | of Va | duation: \$163,000.00 | Please email: | |
| | To | tal Sq Feet: 0.00 | inspect@cityoffollybeach.com | |
| es Amount | Danie and | | Language Commission | |
| ilding Fermit Fee \$1,056.50 | Payments Total Fees | Amt Paid | Available Inspections: | _ |
| rmit Application Fee \$100.00 | Total rees | | Inspection Type | |
| in Review Fee \$578.25 | | | Footing Stration Well (9) | |
| 200 CO | Amount Du | et | Foundation Wall/Pier Pre-Pour | |
| tal: \$1,734.75 | - | | Foundation Wall/Pier | |
| | -A1: | | final | |
| | | | Concrete Slab | |
| | | | Framing 1, 202 | |
| | | | Weather Resitive Barrier | De |
| | | | Flashing | and the same |
| | | | Pre-insulation | |
| | | | Insulation | |
| | | | Roof | |
| | | | Septic | |
| | | | Final Building | OIL |
| | | | Final Planning/Zoning | |
| Toilet and du Work hours are Monday-Friday only from All contractors must be State Licensed. Contractor must visibly It is the responsibility of the Permit Holder to sch | impster must be p in 8:00am-5:00pm A copy of State C display Folly Bea redule all Inspection | ontractors license is required wh ch Business License or decal on jo | ubject to noise ordinance, en permit is applied for, ab site." | |
| | | | February 14, 2020 | |
| Issued/By: | | | Date | |
| Authorized City Official | | 730 | Date | |



21 Center Street | PO Box 48 Folly Beach, SC 29439



Issue Date: 02/14/2020

Expiration: 08/12/2020

Location Address

Parcel Number

1621-1623 Folly Creek WAY, Folly Beach, SC 29412

3310000074

Contacts

Palmetto Pointe HOA 1621 Folly Creek WAY, Folly Beach, 5C 29439

Owner

Kennedy Richter Construction 2157 Rich ST, N. Charleston , SC 29405 Contractor

Description: Exterior repairs, removal, and replacement of siding and asphalt shingles

Valuation:

Total Sq Feet:

\$163,000.00

Prease email

inspect@cityoffollybeach.com

Inspection Requests:

| Fees | Amount |
|------------------------|------------|
| Building Permit Fee | \$1,056.50 |
| Permit Application Fee | \$100.00 |
| Plan Review Fee | \$578.25 |
| Total: | \$1,734.75 |

| Payments | | Amt Paid |
|-------------|-----|----------|
| Total Fees | 100 | n. T |
| Amount Due: | | |

| Available Inspections: | | |
|----------------------------------|---------------|------|
| Inspection Type | | |
| Footing | | |
| Foundation Wall/Pier Pre-Pour | | 1 |
| Foundation Wall/Pier Final | | |
| Concrete Slab | | 1 |
| Framing | Laure Control | |
| Weather Resitive Barrier | OK | Sal |
| Hashing 3-23-24 | 010 | 122 |
| Pre-Insulation | | 1019 |
| Insulation | | 1 |
| Roof | | 1 |
| Septic | Com to | 100 |
| Final Building -15-20 | OK | 83 |
| Final Planning/Zoning | | (** |

Permit must be displayed on job site and visible from the street frontage.

Toilet and dumpster must be provided on-site by Contractor

Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance.

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It is the responsibility of the Permit Holder to schedule all inspections and see that work has passed inspection prior to concealment.

All requests for required inspections should be made at least 24 hours in advance.

Issued By:

February 14, 2020

Date

Authorized City Official

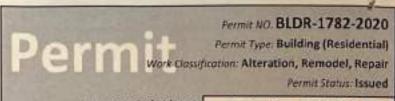
Date

February 14, 2020

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21 Center Street | PO Box 48 Folly Beach, SC 29439



Issue Date: 02/14/2020 Expiration: 08/12/2020 **Location Address** Parcel Number 1625-1627 Folly Creek WAY, Folly Beach, SC 29412 3310000072 Contacts Palmetto Point HOA Kennedy Richter Construction Contractor O Palmetto Pointe at Peas Island, Folly Beach, SC 29439 2157 Rich ST, N. Charleston, SC 29405 Description: Exterior repairs, removal, and replacement of Inspection Requests: Valuation: \$163,000.00 siding and aphalt shingles Please email: Total Sq Feet: inspect@cityoffollybeach.com 0.00 Fees Amount **Payments** Available Inspections: **Amt Paid Building Permit Fee** \$1,086.50 **Total Fees** Inspection Type Permit Application Fee 5100.00 Footing Plan Review Fee \$578.25 Foundation Wall/Pier Amount Due: Pre-Pour Total: \$1,734.75 Foundation Wall/Pier Final Concrete Slab Framing

Inspection Type
Footing
Foundation Wall/Pier
Pre-Pour
Foundation Wall/Pier
Final
Concrete Slab
Framing
Weather Resitive Barrier
Flashing _72-70 \\
Pre-Insulation
Insulation
Roof
Septic
Final Planning/Zoning

Permit must be displayed on job site and visible from the street frontage.

Toilet and dumpster must be provided on-site by Contractor.

Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance.

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Usued By:

February 14, 2020

Date

Authorized City Official

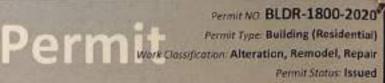
Date

February 14, 2020

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21 Center Street | PO Box 48 Folly Beach, SC 29439



Issue Date: 02/16/2020 Expiration: 08/14/2020 **Location Address** Parcel Number 1629-1631 Folly Creek WAY, Folly Beach, SC 29412 3310000070 Contacts Palmetto Pointe HOA Kennedy Richter Construction Contractor Palmetto Pointe 2157 Rich ST, N. Charleston, SC 29405 patrick@kennedyrichter.com Description: Exterior repairs, removal and replacement of Inspection Requests: Valuation: \$163,000.00 siding and asphalt shingles Please email: inspect@cityoffollybeach.com Total Sq Feet: 0.00 Amount Available Inspections: **Payments** Amt Paid **Building Permit Fee** \$1,056.50 Total fees Inspection Type Permit Application Fee \$100.00 Footing Plan Review Fee 5578.25 Foundation Wall/Pier Amount Due: Pre-Pour Total: \$1,734.75 Foundation Wall/Pier Final Concrete Slab Framing OI 200 Weather Resitive Barrier Flashing lop Pre-Insulation Insulation Roof Septic Final Building Final Planning/Zoning

Permit must be displayed on job site and visible from the street frontage.

Toilet and dumpster must be provided on-site by Contractor.

Work hours are Monday-Friday only from 8.00am-6.00pm. Saturday and Sunday work is subject to noise ordinance.

All contractors must be State Licensed. A copy of State Contractors license is required when permit is applied for.

Contractor must visibly display Folly Beach Business License or decal on job site."

It is the responsibility of the Permit Holder to schedule all inspections and see that work has passed inspection prior to concealment.

All requests for required inspections should be made at least 24 hours in advance.

All requests for required inspections should be a superior of the superior of

February 16, 2020

Date

Authorized City Official

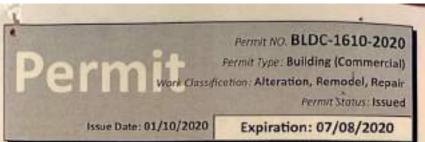
Date

February 17, 2020

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21 Center Street | PO Box 48 Folly Beach, SC 29439



Location Address Parcel Number 1631 FLUY CAER W 13310000068 Contacts Palmetto Pointe HOA Paimetto Pointe HOA Owner Palmetto Pointe Palmetto Pointe Kennedy Richter Construction Contractor 2157 Rich ST, N. Charleston, SC 29405 Description: DUPLEX: Exterior Repairs, Removal & Inspection Requests: Valuation: \$ 163,000.00 Replacement of Siding and Asphalt Shingles per Please email: inspect@cityoffollybeach.com specifications Total Sq Feet: 0.00 Fees Amount **Payments** Amt Paid Available Inspections: **Building Permit Fee** \$1,056.50 Total Fees Inspection Type Permit Application Fee \$100.00 Footing Plan Review Fee \$578.25 Foundation Wall/Pier Amount Due: Pre-Pour Total: \$1,734.75 Foundation Wall/Pier Final Concrete Slab Framing Weather Resitive Barrier UK Flashing DIC Pre-Insulation Insulation Roof Final Building Final Public Works Final Fire Permit must be displayed on job site and visible from the street frontage Tollet and dumpster must be provided on -site by Contractor. Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance. All contractors must be State Licensed. A copy of State Contractors license is required when permit is applied for Contractor must visibly display Folly Beach Business License or decal on job site." It is the responsibility of the Permit Holder to schedule all inspections and see that work has passed inspection prior to concealment. All requests for required inspections should be made at least 24 hours in advance. January 10, 2020 Issued By: Date Authorized City Official Date January 10, 2020 www.cityoffollybeach.com Page 1 of 1



21 Center Street | PO Box 48 Folly Beach, SC 29439

Permit NO. BLDC-1612-2020 Permit Type: Building (Commercial)

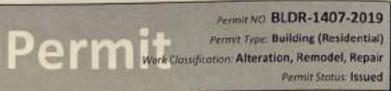
Work Classification: Alteration, Remodel, Repair

Permit Status: Issued

| | | Issue Date: 01/10/202 | 0 Expiration: 07/08/2020 |
|---|---|---|---|
| ocation Address | .me- | Parcel Number | |
| 1637 + 1639 FOLLY CARTIC | WAY | 3310000088 | |
| ontacts | | | |
| Palmetto Pointe Palmetto Pointe | Owner | Palmetto Pointe HOA Palmetto Pointe | Owner |
| Kennedy Richter Construction 2157 Rich ST, N. Charleston, SC 29405 Patrick & Kunnedy Lichter Co | Contractor | | |
| Description: DUPLEX: Exterior Repairs, Removal and Replacement of Siding and Asphalt Shingles per specifications | Va | luation: \$ 163,000.00 tal Sq Feet: 0.00 | Inspection Requests: Please email: inspect@cityoffollybeach.com |
| Fees Amount Building Permit Fee \$1,056.50 Permit Application Fee \$100.00 Plan Review Fee \$578.25 Total: \$1,734.75 | Payments Total Fees Amount Du | | Available Inspections: Inspection Type Footing Foundation Wall/Pier Pre-Pour Foundation Wall/Pier Final Concrete Slab Framing Weather Resitive Barrier Flashing Pre-Insulation Insulation Roof Final Building Final Public Works Final Fire |
| Toilet and du Work hours are Menday Friday only from All contractors must be State Licensed. Contractor must visibly It is the responsibility of the Permit Holder to sch | mpster must be a 8:00am-6:00pi A copy of State display Folly Be edule all inspect | Contractors license is required wh ach Business License or decal on jo | ubject to noise ordinance en permit is applied for ob site." I inspection prior to concealment. |
| Authorized City Official | | | Date |
| January 10, 2020 | www.cit | yoffollybeach.com | Page 1 |



City of Folly Beach 21 Center Street | PO Box 48 Folly Beach, SC 29439



| ONTH CAROLINA | Issue Date: 17 | 1/15/2019 Expiration: 05/13/2020 |
|--|--|---|
| ocation Address | Parcel Number | |
| 1643 Folly Creek WAY, Folly Beach, SC 29412 | 3310000085 | |
| ontacts | | |
| Palmetto Pointe HOA | Owner Kennedy Richter Con 2157 Rich ST, N. Cha | |
| Description: Exterior repairs, removal and replacement of iding and asphalt shingles. | Valuation: \$163,000 Total Sq Feet: 0.00 | Please email |
| nes Amount | Payments An | mt Paid Available Inspections: |
| ilding Permit Fee \$1,056.50 | Total Fees | Inspection Type |
| ermit Application Fee \$100.00 | | Footing |
| an Review Fee \$578.25 | Amount Due: | Foundation Wall/Pier Pre-Pour |
| otal: \$1,734.75 | | Foundation Wall/Pier Final |
| | | Concrete Slab |
| | | Framing |
| | | Weather Resitive Barrier |
| | | Flashing |
| | | Pre-Insulation |
| | | Insulation |
| | | Roof |
| | | Septic |
| | | Final Building 6-22-20 1012 |
| | | Final Planning/Zoning |
| Toilet and dumps Work hours are Monday-Friday only from 8:0 All contractors must be State Licensed. A co Contractor must visibly disp It is the responsibility of the Permit Holder to schedul | py of State Contractors license is requially Folly Beach Business License or de | Factor. work is subject to noise ordinance. juired when permit is applied for. lecal on job site." as passed inspection prior to concealment. |
| Issued By: | | Date |
| | | |
| Authorized City Official | The state of the s | Date |

www.cityoffollybeach.com

November 15, 2019



City of Folly Beach 21 Center Street | PO Box 48 Folly Beach, SC 29439

Permit NO. BLDR-1408-2019

Permit Type: Building (Residential)

Wark Classification: Alteration, Remodel, Repair

Permit Status: Issued

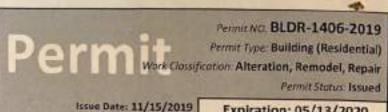
| OTH CAROLIN | | | Permit Stat | us: Issue |
|---|---|---|--|-----------|
| CALL STATE OF THE | | Issue Date: 11/15/20 | Expiration: 05/13/ | /2020 |
| ocation Address | | Parcel Number | | |
| 647 Folly Creek WAY, Folly Beach, SC 29412 | | 3310000083 | 2 21 | |
| Contacts | | 325000000 | | _ |
| Palmetto Pointe HOA | | | | |
| | Owne | Kennedy Richter Construction 2157 Rich ST, N. Charleston | | ntractor |
| Description: Exterior repairs, removal and replacement of | | Valuation: \$163,000.00 | Inspection Requests: | |
| iding and asphalt shingles. | | Fotal Sq Feet: 0.00 | Please email: inspect@cityoffollybeach.com | |
| ees | | | | |
| ailding Permit Fee \$1 055 50 | Payments | | Available Inspections: | |
| ermit Application Fee \$1,056.50 | Total Fee | | Inspection Type | - |
| lan Review Fee \$578.25 | | | Footing | M- |
| NO. 17 | Amount D | ue: | Foundation Wall/Pier Pre-Pour | 1 |
| otal: \$1,734.75 | _ | | Foundation Wall/Pier | |
| | | | Final | 1 |
| | | | Concrete Slab | |
| | | | Framing | |
| | | | Weather Resitive Barrier | IK |
| | | | Flashing -)(-20 | OK |
| | | | Pre-Insulation | |
| | | | Insulation | |
| | | | Roof | |
| | | | 5eptic | - |
| | | | Final Building 6-17- 2 | OK |
| | | | Final Planning/Zoning | |
| Toilet and dump Work hours are Monday-Friday only from 8. All contractors must be State Licensed. A c Contractor must visibly dis It is the responsibility of the Permit Holder to schedu | oster must be :00am-6:00pr copy of State splay Folly Be ule all inspect | Contractors license is required whach Business License or decal on ju | Final Planning/Zoning age. ubject to noise ordinance. sen permit is applied for. ob site." | |
| | | | November 15, 2019 | H |
| WW & VIX | | | | |
| Issued By: | | | Date | |

www.cityoffollybeach.com

November 15, 2019



21 Center Street | PO Box 48 Folly Beach, SC 29439



| | Issue Date: 11/15/2015 | Expiration: 05/13/ | /2020 |
|--|--|---|--------------|
| Location Address | Parcel Number | | |
| 1651 Folly Creek WAY, Folly Beach, SC 29412 | 10 16 M V 3310000081 | | 3 |
| Contacts | 10.11 | | |
| Palmetto Pointe HOA | Owner Kennedy Richter Construction 2157 Rich ST, N. Charleston , SC | . 29405 | ntractor |
| Description: Exterior repairs, removal and replacement of siding and asphalt shingles. | 9203/00000 | Inspection Requests: Please email. Inspect@cityoffollybeach.com | |
| ees Amount | Payments Amt Paid | Available Inspections: | |
| Building Permit Fee \$1,056.50 | Total Fees | Inspection Type | |
| Permit Application Fee \$100.00 | | Footing | |
| Fan Review Fee \$578.25 | Amount Due: | Foundation Wall/Pier Pre-Pour | |
| Total: \$1,734.75 | Maria H. S. Maria and M. Company | Foundation Wall/Pier Final | |
| | | Concrete Slab | 10- |
| | | Framing | |
| | | Weather Resitive Barrier | OL |
| | | flashing 1-3x-25 | BIL. |
| | | Pre-insulation | Variation of |
| | | Insulation | |
| | | Roof | |
| | | Septic | |
| | | Final Building Final Planning/Zoning | OIC |
| | | | |

Permit must be displayed on job site and visible from the street frontage. Toilet and dumpster must be provided on-site by Contractor.

Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance. All contractors must be State Licensed. A copy of State Contractors license is required when permit is applied for. Contractor must visibly display Folly Beach Business License or decal on job site."

It is the responsibility of the Permit Holder to schedule all inspections and see that work has passed inspection prior to concealment.

All requests for required inspections should be made at least Z4 hours in advance.

November 15, 2019 Date Issued By:

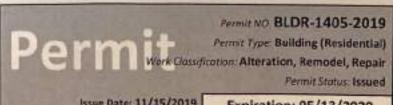
www.cityoffollybeach.com

Date Authorized City Official

November 15, 2019



City of Folly Beach 21 Center Street | PO Box 48 Folly Beach, SC 29439



| 0 | | Permit Status: Issued | | | |
|--|--|--|---|--|--|
| OF THE CAROLINE | Issue Date: 11/15/20 | Expiration: 05/13/2020 | 4 | | |
| ocation Address | Parcel Number | | | | |
| 1655 Folly Creek WAY, Folly Beach, SC 29412 | J.J 3310000079 | Back out | ٦ | | |
| Contacts | 43 | | - | | |
| Palmetto Pointe HOA | Owner Kennedy Richter Construction 2157 Rich ST, N. Charleston | | | | |
| Description: Exterior Repairs, removal and replacement or | Valuation: \$163,000.00 | Inspection Requests: | | | |
| iding and asphalt shingles. | Total Sq Feet: 0.00 | Please email inspect@cityoffollybeach.com | | | |
| ees Amount | Payments Amt Paid | Available Inspections: | _ | | |
| alding Permit Fee \$1,056.50 | Payments Amt Paid Total Fees | Inspection Type | | | |
| ermit Application Fee \$100.00 | 191017642 | Footing | - | | |
| an Review Fee \$578.25 | V0000002000 | Foundation Wall/Pier | | | |
| otal: \$1.734.75 | Amount Due: | Pre-Pour | | | |
| otal: \$1,734.75 | Maria I and a second | Foundation Wall/Pier Final | | | |
| | | Concrete Slab | | | |
| | | Framing | | | |
| | | Weather Resitive Sarrier 610 | | | |
| | | Flashing 1_31-30 610 | | | |
| | | Pre-insulation | | | |
| | | Insulation | | | |
| | | Roof | | | |
| | | Septic | | | |
| | | Final Building 8-21-20 00 | 0 | | |
| | | Final Planning/Zoning | - | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | ed on job site and visible from the street from | tage. | | | |
| Work hours are Monday-Friday only from 8: All contractors must be State Licensed. A c | ster must be provided on-site by Contractor. 00am-6:00pm. Saturday and Sunday work is a opy of State Contractors license is required w play Folly Beach Business License or decal on | hen permit is applied for. | | | |
| It is the responsibility of the Permit Holder to schedu | | d inspection prior to concealment. | | | |
| What lit | | November 15, 2019 | | | |
| Issued By: | The second secon | Date | 7 | | |

www.cityoffoilybeach.com

November 15, 2019

Authorized City Official

Date



21 Center Street | PO Box 48 Folly Beach, SC 29439

Permit NO. BLDR-1798-2020 Permit Type: Building (Residential) Work Classification: Alteration, Remodel, Repair Permit Status: Issued

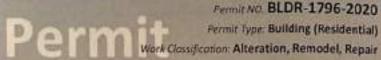
Issue Date: 02/16/2020

Expiration: 08/14/2020

| 1606-1608 Folly Creek WAY, Folly Beach, SC 294 | 3310000058 | | | 1 |
|---|---|--|--|-----|
| Contacts | | | | |
| Palmetto Pointe Palmetto Pointe | Owner Kennedy Richter Co 2157 Rich ST, N. Ch | arleston , SC 29405 | Contractor ennedyrichter.com | 1 |
| Description: Exterior repairs, removal and replacemen siding and asphalt shingles | t of Valuation: \$163,00 Total Sq Feet: 0.0 | Please email. | and the same | |
| ees Amoun | Payments A | mt Paid Available Inspection | ons | 1 |
| Sullding Permit Fee \$1,056.50 Permit Application Fee \$100.00 | Total Fees | Inspection Type Footing | | |
| Tan Review Fee \$578.25 Total: \$1,734.75 | Amount Due: | Foundation Wall/P Pre-Pour Foundation Wall/P | N 1001 | - |
| ALCOHOL: | | Final Concrete Slab | | |
| | | Framing | 01 | 1 |
| | | Weather Resitive E | The second secon | 17 |
| | | | | - 1 |
| | | THE RESIDENCE OF THE PARTY OF T | -250 DIC | - 1 |
| | | Flashing S- Pre-insulation | -570 VIC | -81 |
| | | THE RESIDENCE OF THE PARTY OF T | -5720 VIL | -80 |
| | | Pre-Insulation | -5720 VIC | -80 |
| | | Pre-Insulation Insulation | -5720 VIC | -80 |
| | | Pre-Insulation Insulation Roof Septic Final Building | | -81 |
| | | Pre-Insulation Insulation Roof Septic Final Building | -570 VIC | -81 |
| Toilet and d Work hours are Monday-Friday only fro All contractors must be State Licensed Contractor must visib It is the responsibility of the Permit Holder to so | played on job site and visible from the sti impster must be provided on-site by Con m 8 00am-6:00pm. Saturday and Sunday A copy of State Contractors license is re- y display Folly Beach Business License or o hedule all inspections and see that work h d inspections should be made at least 24 | Pre-insulation Insulation Roof Septic Final Building Final Planning/Zon tractor work is subject to noise ordinant quired when permit is applied for decal on job site." | ce. | |
| Toilet and d Work hours are Monday-Friday only fro All contractors must be State Licensed Contractor must visib It is the responsibility of the Permit Holder to so | impster must be provided on-site by Com in 8:00am-6:00pm. Saturday and Sunday A copy of State Contractors license is re- y display Folly Beach Susiness License or of hedule all inspections and see that work h | Pre-insulation Insulation Roof Septic Final Building Final Planning/Zon tractor work is subject to noise ordinant quired when permit is applied for decal on job site." | ce. | |
| Toilet and d Work hours are Monday-Friday only fro All contractors must be State Licensed Contractor must visib It is the responsibility of the Permit Holder to so | impster must be provided on-site by Com in 8:00am-6:00pm. Saturday and Sunday A copy of State Contractors license is re- y display Folly Beach Susiness License or of hedule all inspections and see that work h | Pre-insulation Insulation Roof Septic Final Building Final Planning/Zon tractor work is subject to noise ordinant quired when permit is applied for decal on job site." has passed inspection prior to con hours in advance. | ce. | 2 |



City of Folly Beach 21 Center Street | FO Box 48 Folly Beach, SC 29439



Fermit NO. BLDR-1796-2020

Permit Status: Issued

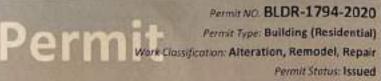
| | Issue Date: 02/16/20: | Expiration: 08/14/ | 2020 |
|--|---|---|---------|
| Location Address | Parcel Number | | |
| 1610-1612 Folly Creek WAY, Folly Beach, SC 29412 | 3310000056 | A TO THE P | 177 |
| Contacts | | | _ |
| Palmetto Pointe HOA Palmetto Pointe | Owner Kennedy Richter Construction 2157 Rich ST, N. Charleston , | SC 2940S | tractor |
| Description: Exterior repairs, removal and replacement of siding and asphalt shingles | Valuation: \$163,000.00 Total Sq Feet: 0.00 | patrick@kennedyricht Inspection Requests: Please email: Inspect@cityoffollybeach.com | er.com |
| Fees Amount | Daniel Control | South Market and a second | |
| Building Permit Fee \$1,056.50 | Payments Amt Paid Total Fees | Available Inspections: | |
| Permit Application Fee \$100.00 | Total Fees | Inspection Type Footing | |
| Plan Review Fee \$578.25 | Amount Due: | Foundation Wall/Pier Pre-Pour | |
| Total: \$1,734.75 | | Foundation Wall/Pier Final | |
| | | Concrete Slab | |
| | | Framing | |
| | | Weather Resitive Barrier | DK |
| | | Flashing 4-20-2 | 01 |
| | | Pre-Insulation | - |
| | | Insulation | |
| | | Roof | |
| | | Septic | |
| | | Final Building 7-15-20 | @1 |
| | | Final Planning/Zoning | 2100 |
| Work hours are Monday-Friday only from All contractors must be State Licensed. Contractor must visibly it is the responsibility of the Permit Holder to schi All requests for required | layed on job site and visible from the street from injuster must be provided on-site by Contractor. 8:00am-6:00pm. Saturday and Sunday work is a A copy of State Contractors license is required wild display Folly Beach Business Ucense or decal on jedule all inspections and see that work has passet inspections should be made at least 74 hours in | ubject to noise ordinance. hen permit is applied for, ob site." d inspection prior to concealment, advance. February 16, 2020 | |
| Issued-By: | | Date | |
| Authorized City Official | | Date | |

www.cityuffollybeach.com

February 17, 2020



City of Folly Beach 21 Center Street | PO Box 48 Folly Beach, SC 29439



| O THE CAROLINE | Issue Date: 02/16/20 | 20 Expiration: 08/14/2020 |
|--|---|--|
| ocation Address | Parcel Number | |
| 614-1616 Folly Creek WAY, Folly Beach, SC 29412 | 3310000054 | 3 |
| ontacts | | |
| Palmetto Pointe HOA 1614 Folly Creek WAY, Folly Beach, SC 29412 | Owner Kennedy Richter Construction 2157 Rich ST, N. Charleston , | |
| Description: Exterior repairs, removal and replacement of iding and asphalt shingles | Valuation: \$163,000.00 Total Sq Feet: 0.00 | Inspection Requests: Please email Inspect@cityoffollybeach.com |
| nes Amount p | ayments Amt Paid | Available Inspections: |
| rilding Descrit Fee | Total Fees | Inspection Type |
| ermit Application Fee \$100.00 | CONTRACTOR OF THE PARTY OF THE | Footing |
| | mount Due: | Foundation Wall/Pier Pre-Pour |
| otal: \$1,734.75 | | Foundation Wall/Pier Final |
| | | Concrete Slab |
| | | Framing U-1-20 OV |
| | | Weather Resitive Barrier W OK |
| | | Flashing |
| | | Pre-insulation |
| | | Insulation |
| | | Roof |
| | | Septic |
| | | Final Building - 13-70 OFC |
| | | Final Planning/Zoning |

All requests for required inspections should be made at least 24 hours in advance. February 16, 2020 Issued By: Date Authorized City Official Date

February 17, 2020

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21 Center Street | PO Box 48 Folly Beach, SC 29439

Permit NO. BLDR-1792-2020 Permit Type: Building (Residential) Work Classification: Alteration, Remodel, Repair Permit Status: Issued

Issue Date: 02/14/2020

Expiration: 08/12/2020

| Location Address | Parcel Number | |
|--|---------------|--|
| 1618-1620 Folly Creek WAY, Folly Beach, SC 29412 | 3310000052 | |
| Contrade | | |

Contacts

Palmetto Pointe HOA 1616 Folly Creek WAY, Folly Beach, SC 29412

Kennedy Richter Construction 2157 Rich ST, N. Charleston, SC 29405

Inspection Requests:

patrick@kennedyrichter.com

Contractor

Description: Exterior repairs, removal and replacement of siding and asphalt shingles

Valuation: Total Sq Feet: \$163,000.00

0.00

Please email:

inspect@cityoffollybeach.com

| fees | Amount |
|------------------------|------------|
| Building Permit Fee | \$1,056.50 |
| Permit Application Fee | \$100.00 |
| Plan Review Fee | \$578.25 |
| Total: | \$1,734.75 |

| Payments | Amt Paid |
|--------------|------------|
| Total Fees | \$1,734.75 |
| Check # 2174 | \$1,734.75 |
| Amount Due: | \$0.00 |

| Available Inspections: | | 1 |
|----------------------------------|-----------|------|
| Inspection Type | | |
| Footing | | |
| Foundation Wall/Pier Pre-Pour | | |
| Foundation Wall/Pier Final | | |
| Concrete Slab | | |
| Framing | Annual II | APP. |
| Weather Resitive Barrier | UK | Can |
| Hashing 3-26-20 | OK | 120 |
| Pre-Insulation | | Cio |
| Insulation | | |
| Roof | | 1 |
| Septic | 5 | 100 |
| Final Building 7-10-21 | QL. | RAD |
| Final Planning/Zoning | 1000 | |

Permit must be displayed on job site and visible from the street frontage. Toilet and dumpster must be provided on-site by Contractor. Work hours are Monday-Friday only from 8:00am-6:00pm. Saturday and Sunday work is subject to noise ordinance. All contractors must be State Licensed. A copy of State Contractors license is required when permit is applied for. Contractor must visibly display Folly Beach Business License or decal on job site." It is the responsibility of the Permit Holder to schedule all inspections and see that work has passed inspection prior to concealment. Alfrequestr for required inspections should be made at least 24 hours in advance. February 14, 2020 Date Issued By: Date

Authorized City Official

www.cityoffollybeach.com

Page 1 of 1

February 25, 2020



21 Center Street | PO Box 48 Folly Beach, SC 29439

Permit NO. BLDC-1607-2020 Permit Type: Building (Commercial) Work Classification: Alteration, Remodel, Repair

Permit Status: Issued

| | | Issue Date: 01/10/2 | 020 Expiration: 07/08/20 | 020 |
|--|---|--|--|------|
| Location Address /C | | Parcel Number | | |
| fort + Hors FOLLY CAR | FIT WAY | 3310000050 | | |
| ontacts 6 21 + 1624 | - Lic | T-94-1/2-1-1000 | | - |
| Palmetto Pointe HOA | 1000 | | | |
| Palmetto Pointe | Owner | Palmetto Pointe HOA Palmetto Pointe | Ov | wner |
| Kennedy Richter Construction 2157 Rich ST, N. Charleston , SC 29405 | Contractor | | | |
| Pescription: DUPLEX: Exterior Repairs, Removal & | Val | uation: \$ 163,000.00 | Inspection Requests: | - |
| Replacement of Siding and Asphalt Shingles per pecification sheet | 100 | al Sq Feet: 0.00 | Please email: inspect@cityoffollybeach.com | |
| ees Amount | Payments | | Auslinkte terreset | |
| uilding Permit Fee \$1,056.50 | Total Fees | Amt Paid | Available Inspections: | |
| ermit Application Fee \$100.00 | | | Footing Footing | - |
| an Review Fee \$578.25 | Amount Day | | Foundation Wall/Pier | |
| tal: \$1,734.75 | Amount Due | | Pre-Pour | |
| | | DE LA SECTION DE | Foundation Wall/Pier Final | |
| | | | Concrete Slab | |
| | | | Framing | |
| | | | Weather Resitive Barrier | OK |
| | | | Flashing 1-3920 | DIC |
| | | | Pre-insulation | |
| | | | Insulation | |
| | | | Roof | al- |
| | | | Final Building 7-1-20 | O |
| | | | Final Public Works | |
| | | | Final Fire | |
| Toilet and du Work hours are Monday-Friday only from All contractors must be State Licensed Contractor must visibly It is the responsibility of the Permit Holder to sch | impater must be pr m 8:00am-6:00pm. A copy of State Co y display Folly Beach nedule all inspectio | intractors license is required w h Business License or decal on | hen permit is applied for . job site." d inspection prior to concealment . advance. | |
| 11× | | | January 10, 2020 | |
| Issued By: | | | Date | |
| Authorized City Official | Town Line | | Date | |
| nuary 10, 2020 | www.cityoff | ollybeach.com | Pa | ge 1 |



City of Folly Beach 21 Center Street | PO Box 48 Folly Beach, SC 25439 Permit NO. BLDC-1608-2020

Permit Type: Building (Commercial)

Work Classification: Alteration, Remodel, Repair

Permit Status: Issued

Issue Date: 01/10/2020

Expiration: 07/08/2020

| 1626 4 1628 FOLLY CREEK | | 1 |
|--|---|--|
| The state of the s | WA1 3310000048 | |
| ontacts | | |
| Palmetto Pointe HOA Palmetto Pointe | Owner Palmetto Pointe HO Palmetto Point | OA Owner |
| Kennedy Richter Construction 2157 Rich ST, N. Charleston , SC 29405 | Contractor | a many |
| Description: DUPLEX: Exterior Repairs, Removal & | Valuation: \$ 163,00 | 00.00 Inspection Requests: |
| Replacement of Siding and Asphalt Shingles per pecifications | Total Sq Feet: 0.0 | |
| ees Amount | t Payments A | unt Paid Available Inspections: |
| | -1.5(1:1041194) | 200-200 |
| luilding Permit Fee \$1,056.50 Permit Application Fee \$100.00 | 15.75% 2500 | Inspection Type |
| lan Review Fee \$578.25 | | Foundation Wall/Pier |
| fotal: \$1,734.75 | | Pre-Pour Foundation Wall/Pier |
| | | Final |
| | | Concrete Slab |
| | | Framing |
| | | Weather Resitive Barrier () |
| | | Flashing 1-31-20 01 |
| | | Pre-Insulation |
| | | Insulation |
| | | Roof |
| | | Final Building 7-9-20 OK- |
| | | Final Public Works |
| | | THE PROPERTY OF THE PARTY OF TH |
| | | Final Fire |
| Work hours are Monday-Friday only fro All contractors must be State Licensed Contractor must visib It is the responsibility of the Permit Holder to so All requests for requir | isplayed on job site and visible from the st sumpster must be provided on-site by Cor om 8:00am-6:00pm. Saturday and Sunday f. A copy of State Contractors license is re ily display Folly Beach Business License or chedule all inspections and see that work red inspections should be made at least 24 | treet frontage . intractor. y work is subject to noise ordinance, required when permit is applied for . decal on job site." |
| Work hours are Monday-Friday only fro All contractors must be State Licensed Contractor must visib It is the responsibility of the Permit Holder to so | dumpster must be provided on-site by Cor om 8:00am-6:00pm. Saturday and Sunday 1. A copy of State Contractors license is re thy display Folly Beach Business License or chedule all inspections and see that work | treet frontage . intractor . y work is subject to noise ordinance . iquired when permit is applied for . decal on job site ." has passed inspection prior to concealment . thours in advance. |
| Work hours are Monday-Friday only fro All contractors must be State Licensed Contractor must visib It is the responsibility of the Permit Holder to so All requests for requir | dumpster must be provided on-site by Cor om 8:00am-6:00pm. Saturday and Sunday 1. A copy of State Contractors license is re thy display Folly Beach Business License or chedule all inspections and see that work | treet frontage . ntractor . y work is subject to noise ordinance . quired when permit is applied for . decal on job site ." has passed inspection prior to concealment . 4 hours in advance . January 10, 2020 |

Section 3

Material Product Data Sheets and Maintenance Guides



Paint Maintenance Guide

Palmetto Pointe

Presented To: Rodney Shaw

Presented By: Christopher Williams Sales Representative

(843) 345-4902 chris.g.williams@sherwin.com

Products are available at: MT PLEASANT 1178 HIGHWAY 41 MT PLEASANT, SC 29466 8601 (843) 884-1041

September 03, 2020





Description: Product: Substrate: Area:

Duration® K33W00251 - Building Trim

Coating Exterior Latex Satin Extra White

WHITE

Color: Label: Order #:

- CC Other OE0090392Q27

PALMETTO 83 POINTE 1A

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description: Product: Substrate: Area:

Duration® K32W00251 - Building 1605-Coating Exterior 1607

Coating Exterior
Latex Flat Extra
White

Color: Label: 7079 - Ponder Finish

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description: Product: Substrate: Area:

Duration® K32W00151 - Building 1609-

Coating Exterior Latex Flat Extra

White

Color: Label: - CC Palmetto Finish

Pointe Blue

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Page 26 of 285



GR PAINTING September 03, 2020

Building 1610-

Description: **Duration®** Product:

K32W00251

Substrate:

Area:

1612

Coating Exterior

Latex Flat Extra

White

Order #:

Color:

BLUE

Label: - CC SKY Other

OE0092659Q27

83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description:

Product:

Substrate:

Area:

Duration®

K32W00251

Building 1613-

1615

Coating Exterior Latex Flat Extra

White

Color:

Label: Finish Order #: 93157

- CC Yellow

Light

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description:

Product:

Substrate:

Area:

Duration® Coating Exterior

K32W00251

Building 1614-

1616

Latex Flat Extra White

Color:

BEIGE

Label:

Order #:

- CC LIGHT

Other

OE0087787Q27

83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

2 Page 27 of 285



GR PAINTING September 03, 2020

Description:

Product:

Substrate:

Area:

Duration®

K32W00251

Building 1617-

1619

Coating Exterior Latex Flat Extra

White

Color:

Label:

Order #: 93511

- CC Super

Finish Peach Pink

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description:

Product:

Substrate:

Area:

Duration®

K32W00251

Building 1618-

1620

Coating Exterior Latex Flat Extra

White

Color:

Label: - CC YELLOW Other Order #:

OE0090051Q27

SIDING

83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

3 Page 28 of 285





Description: Product: Substrate: Area:

Duration® K32W00251 - Building 1621-Coating Exterior 1623

Coating Exterior Latex Flat Extra

White

Color: Label: - CC Pale Blue Finish

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description: Product: Substrate: Area:

Duration® K32W00251 - Building 1622-

Coating Exterior 1624

Latex Flat Extra White

Color: Label: Order #:

SW6477 - Other OE0088534Q27

Tidewater 83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description: Product: Substrate: Area:

Duration® K32W00251 - Building 1629-

Coating Exterior 1631 Latex Flat Extra

White

Color: Label: Order #:

- CC LIGHT Other OE0090454Q27

YELLOW 83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Page 29 of 285 4



GR PAINTING September 03, 2020

Description: Product: Substrate: Area:

Building 1633-**Duration®** K32W00251

Coating Exterior 1635 Latex Flat Extra

White

Color: Label: Order #:

SW6058 -Other OE0088469Q27

Likeable Sand 83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

> Description: Product: Substrate: Area:

K32W00251 Building 1637-**Duration®**

Coating Exterior 1639

Latex Flat Extra White

Color: Label: Order #:

SW6478 -Other OE0087559Q27

Watery 83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

> Description: Product: Substrate: Area:

Duration® K32W00251 Building 1641-

Coating Exterior 1643

Latex Flat Extra

White

Color: Label: Order #:

SW6150 -OE0086898Q27 Other

Universal Khaki 83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

5 Page 30 of 285



GR PAINTING September 03, 2020

Building 1649-

Area:

1651

Description: Product:
Duration® K32W00151

Coating Exterior Latex Flat Extra

White

Color: Label: 7079 - Ponder Finish

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

Description: Product: Substrate: Area:

Duration® K32W00251 - Building 1653-

Substrate:

Coating Exterior 1655 Latex Flat Extra

White

Color: Label: Order #:

SW6479 - Other OE0088881Q27

Drizzle 83

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store

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Description: Product: Area:

Duration® K32W00251 Building 1601-1603

Coating Exterior Latex Flat Extra

White

Color: Order #:

- CC OE0096298Q27

83

PALMETTO POINTE JUCTION Y

Due to screen and print limitations, colors seen here may not accurately reflect painted colors. To confirm your color choices, visit your neighborhood Sherwin-Williams store



Reference Pages



Care and Cleaning of Interior and Exterior Coatings

Background:

Establish procedures to maintain and clean interior and exterior painted substrates. To assure maximum washability and durability, wait at least two weeks before washing the dry paint film. Exterior coatings typically are very soft and flexible to allow for expansion and contraction of the coating during changes of temperature. Any hard scrubbing of standard exterior coatings is likely to damage the film. To clean and maintain the interior and exterior surfaces, we recommend these procedures.

Concentrated Cleaners, Liquid or Dry:

- Read all the package directions before using. It is always recommended to test any cleaner on a small, inconspicuous area prior to use.
- Mix or dilute the cleaner per package instructions. Solution strength may be adjusted depending on amount and type of soil.
- Remove any heavy debris and contaminants.
- Using a sponge or cloth, wash surface dirt and marks.
- Do not allow the cleaner to dry on the surface.
- Always clean from the bottom of a wall to the top.
- Rinse the surface thoroughly.
- Repeat if necessary.

Premixed Spray Cleaners:

- Read all the package directions before using. It is always recommended to test any cleaner on a small, inconspicuous area prior to use.
- Turn spray nozzle to desired spray pattern. (Open with nozzle facing away from you.)
- Remove any heavy debris and contaminants.
- Apply the cleaner to the dirt and marks; apply just enough to wet the area.
- Using a damp sponge or cloth, wipe to remove the surface dirt and marks and any excess cleaner. For difficult stains, some scrubbing may be necessary.
- Do not allow the cleaner to dry on the surface.
- If recommended on the cleaner package, rinse the surface thoroughly.
- Repeat if necessary.
- Return spray nozzle to the closed position.

Cautions:

- Thoroughly read and understand all the label cautions prior to using any cleaner.
- Be sure that the cleaner is appropriate for the dirt/contamination.
- Do not mix together any cleaning compounds containing bleach and ammonia.
- Abrasive cleansers may damage a paint film, use very carefully.
- Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions would be advised.

WARNING!

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead.
 Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.



Care and Cleaning of Interior and Exterior Coatings

The Sherwin-Williams Company Cleaning Products

SuperDeck® Deck Wash is designed to bring back the fresh, natural look of your deck. Enjoy the self-working, no scrub formulation. This product is an excellent choice to restore your surface or to use as a pretreatment for staining, preserving, or sealing. Use on decks and outdoor furniture made of pressure treated wood, cedar, pine, and most other woods. This product is intended for exterior use only.

SuperDeck® Stain & Sealer Remover is specifically designed to remove most semi-transparent and weathered solid latex and oil-based stains from decks and other exterior wood. SuperDeck Stain & Sealer Remover allows you to change the color of your deck or siding by restoring the natural beauty of the wood. SuperDeck Stain & Sealer Remover can be used on most exterior wood surfaces such as decks, siding and fences and will remove the following stains and finishes:

- Polyurethane and some weathered latex paint.
- Oil-based toners, semi-transparent, and weathered solid stains.
- Water-based toners, semi-transparent, and weathered stain.
- Water-reducible toners, semi-transparent and weathered solid stains.
- Old, weathered, clear protective finishes.

SuperDeck Stain & Sealer Remover will restore color to severely weathered and discolored wood.

SuperDeck® Revive® Deck & Siding Brightener is a fast-acting, ready-to-use cleaner specially formulated for cedar, redwood and other highly resinous exterior woods as well as dense woods such as mahogany. Due to the chemical characteristics of these types of woods, traditional cleaners can leave the surface with an unnatural, darkened appearance. SuperDeck Revive Deck & Siding Brightener will help remove dirt and unsightly stains caused by mildew and algae, gray and weathered wood, tannin bleed and nail bleed as well as stubborn mill glaze (a surface barrier to wood coatings found on most newly installed cedar and redwood) and restore the surface to its bright, clean natural look. SuperDeck Revive Deck & Siding Brightener can be used on any new or existing exterior structure including wood decks, fences, siding, shakes, shingles, boat docks, boardwalks, outdoor furniture, picnic tables, hot tubs, planters, benches, trellises and gazebos.

H&C Concrete Etching Solution is a phosphoric acid-based etcher that has been developed to acid etch concrete surfaces before applying H&C Silicone Acrylic Concrete Sealer, H&C Shield Plus Concrete Stain, and other coatings Uses: • Basement floors and walls • Garage floors, carports and driveways • Porches, patios, walkways, steps • Swimming pool aprons • Recreation areas • Parking structures and parking lots • Retaining walls • Containment areas • Tilt-up construction • Removes efflorescence (alkali salts) • Reduces the pH of new concrete and new mortar joints.

H&C Degreaser is a concentrated heavy-duty cleaner that will remove most automotive fluids (oil, grease, brake fluid, transmission fluid, gear fluid and antifreeze) from concrete and masonry surfaces. Its primary use is to degrease and prepare concrete, block, brick, and masonry. Features: • Removes grease and oil stains • Prepares surfaces for paints, stains, and sealers • Increases any coating's ability to bond with the surface by providing a clean substrate Recommended Uses: • Stadium Supports • Bridges and Bridge Structures • Parking Garages • Patios and Walkways • Pool Decks • Concrete Driveways • Garage Floors • Block & Stucco Walls • Athletic/Tennis/Shuffleboard Courts • Other Concrete Surfaces • Use prior to etching



BASICS OF TOUCH-UP

Often a painted area needs repair. Usually the damaged area is small and is repaired using a brush and roller. The art of repair is called "touching up" and there are many problems in making the repair as invisible as possible. Prerequisites for achieving good "touch-up" are that the paint be of the same color as the original, from the same manufacturer, from the same batch of paint and, ideally, from the same can, and that the area to be repaired has the same texture and appearance of the surrounding area.

If the "touch-up" patch is visible under all illumination conditions then it is poorly done; if one must search for it, then the "touch-up" is good.

COMPONENTS OF "TOUCH-UP"

Touch-up complaints are often not specific about what aspect makes the repair visible. In fact, there are three separate and identifiable components that can be included in a "touch-up" problem. All three components contribute to the visibility of the repair and stem from the use of different application techniques for the original paint and the repair. Usually a brush repair over an airless sprayed original will be very visible. Most of the following comments concern that situation, but they can also be applied to other combinations. On some jobs one problem may be visible, on others they may occur in combinations. It is much easier to understand the cause of the poor "touch-up" if the problem components are identified.

1 "HALO"

Halo's are created at the edge of the repair by tendrils of paint left by the brush as it enters and exits the area around the patch. Human eyes are very good at determining texture changes and are thus very sensitive to touch-up and "halo" in particular. The texture is more raised in these areas than the main part of the repair, so they produce shadows when illuminated from the far side and reflect light back to the observer when illuminated from the same side.

A painter can make the situation worse by attempting to feather the repair excessively. This creates more edge texture. Halo is diminished if the paint spreads smoothly and continuously over the original layer. If the repair paint thickens in viscosity rapidly as it is spread then it will not level well and the texture at the edge will be especially bad. Thus patching over porous paint, e.g. a flat paint, is more likely to cause a "halo" problem. In the field the "halo" problem may be alleviated by stippling with a brush or otherwise trying to duplicate the texture of the original. Diluting the repair paint by 10-15% may help by accommodating the wicking problem.

2. DIFFERENT SHEEN

This part of the "touch up" problem is noticed as a difference over the whole repair patch particularly at oblique angles. The patch appears either shiny or dull compared to the background. The effect may be accompanied by a "halo".

Features larger than three mil, e.g. brush marks, roller stipple etc., produce shadowing or reflections like the "halo", but not a change in sheen. Sheen differences are due to changes in the way the light is scattered from smaller features, i.e., roughness, in the paint surface. The shape and the arrangement of the paint ingredients are what determine this. Changes in surface roughness are most visible at grazing angles of observation and illumination. This is often the way that poor touch-ups are first noticed. Drying conditions and application technique are important factors in determining surface roughness. Although paint can be formulated to minimize their importance, sheen differences may be seen when the original paint and the repair paint are applied differently or under widely different temperature and/or humidity conditions.

3. COLOR DEVELOPMENT

This problem is much less likely to occur than the other two types of touch-up problem. It most often appears as a difference in the depth of the color rather than a color shift, and can be seen at almost any angle of observation, but particularly near the perpendicular (90° angle) in contrast to the "halo" and "sheen" components above.

Changes in the way light is scattered from within the body of the paint film are most visible straight on for both observation and illumination. Poor color touch-up results from differences in pigment particle separation caused by the differences in application techniques, e.g. brush vs. airless spray. Airless spraying inputs a very great deal of energy into paint and disperses pigment very well. Brushing or rolling shearrates are two to three orders of magnitude less severe and may not disperse paint components in the same way.

Reprinted from The Sherwin-Williams Materials Science R&D 1991, edited August 2008





HardiePlank® Lap Siding

Submittal Form

01

| Submitted to: | HZ5® Product Zone ✓ HZ10® Product Zone |
|-------------------------------|---|
| Project Name: Palmetto Pointe | Product Width: □ 5-1/4in □ 6-1/4in |
| Submitted by: | Product Finish: Primed □ ColorPlus®Technology |
| Date: | Product Texture: □Smooth |

HardiePlank® Lap Siding

Specification Sheet

01

DIVISION: 07 00 00 THERMAL AND MOISTURE PROTECTION

SECTION: 07 46 46 FIBRE CEMENT SIDING

HARDIEPLANK® LAP SIDING

Manufacturer

James Hardie Building Products, Inc

The products are manufactured at the following locations, with quality control inspections by ICC-ES:

- Cleburne, Texas
 - s Peru, Illinois
- Plant City, Florida
- Pulaski, Virginia
- Reno, Nevada
- Tacoma, Washington
- Waxahachie, Texas
- Fontana, California

Compliance with the following codes

- 2012, 2009 and 2006 International Building Code® (IBC)
- 2012, 2009 and 2006 International Residential Code® (IRC)

Features

- Noncombustible
- Dimensionally Stable
- Resists damage from pests
- Weather Resistant-Engineered for Climate®
- Impact resistant
- Sustainable

Use

James Hardie fiber-cement lap siding is used as exterior wall covering. The product complies with IBC Section 1404.10 and IRC Section R703.10. The product may be used on exterior walls of buildings of Type I, II, III and IV construction (IBC)

Description

HardiePlank lap siding is a single-faced, cellulose fiber-reinforced cement (fiber-cement) product. HardiePlank lap siding complies with ASTM C1186, as Grade II, Type A; has a flame-spread index of 0 and a smoke-developed index of 5 when tested in accordance with ASTM E84; and is classified as noncombustible when tested in accordance with ASTM E136.

Available Sizes

| Product | Width (in) | Length | Thickness (in) |
|-------------------------|--|---------|----------------|
| HardiePlank lap siding* | 5-1/4, 6-1/4, 7-1/4, 8, 8-1/4, 9-1/4, 12 | 12 feet | 5/16 |

^{*} HZ5: 9-1/4, 12 only available primed HZ10: 5-1/4, 9-1/4, 12 only available primed.

Texture & Finish

HardiePlank lap siding comes in a variety of textures and finishes. The product is available in smooth or wood grain texture. Additional textures are available on a regional basis. Finish options are primed for field paint, or factory finished with ColorPlus® Technology. Color availability varies by region.

Engineered for Climate®

HardiePlank lap siding is engineered for performance to specific weather conditions by climate zones as identified by the following map.



SPECIFICATION SHEET 01 DECEMBER 2019

Performance Properties

| | | General Property | Test Method | Unit or Characteristic | Requirement | Result |
|---|-------------------------|---|---|------------------------------------|--|--------|
| | | | | Length | ± 0.5% or ± 1/4 in | |
| | | | | Width | \pm 0.5% or \pm 1/4 in | |
| | ES | | | Thickness | ± 0.04 in | |
| | PHYSICAL ATTRIBUTES | Dimensional Tolerances | ASTM C1185 | Squareness | Δ in diagonals \leq 1/32 in/ft of sheet length. Opposite sheet sides shall not vary in length by more than 1/32 in/ft | Pass |
| | ֶּרְ <i>י</i> | | | Edge Straightness | ≤ 1/32 in/ft of length | |
| | <u>8</u> | Density, Ib/ft ³ | ASTM C1185 | | As reported | 83 |
| | ΥS | Water Absorption, % by mass | ASTM C1185 | | As reported | 36 |
| | Ŧ | Water Tightness | ASTM C1185 | Physical Observations | No drop formation | Pass |
| | | Flexural Strength | ASTM C1185 | Wet conditioned, psi | >1015 psi | Pass |
| L | | Tiexdrai Streffgtif | A31W 01103 | Equilibrium conditioned, psi | >1450 psi | 1 000 |
| | 7 | Thermal Conductivity | Thermal Conductivity (BTU/(hr-ft°F))/inch | | | 2.07 |
| | Ž | Actual Thermal Conductivity ASTM C177 (K _{eff}) | (K _{eff}) | As reported | 6.62 | |
| | THERMAL | Thermal Resistance | ASTIVICITI | R=1/ K _{eff} | As reported | 0.48 |
| | Ė | Actual Thermal Resistance | sistance (R) | | | 0.15 |
| | | Warm Water Resistance | ASTM C1185 | Physical Observations | No visible cracks or structural alteration | Pass |
| | ≽ | Heat/Rain Resistance | ASTM C1185 | Physical Observations | No visible cracks or structural alteration | Pass |
| | DURABILITY | | | Physical Observations | No visible cracks or structural alteration | |
| | ₹ | Freeze/Thaw Resistance | ASTM C1185 | Mass Loss, % | ≤ 3.0% | Pass |
| | 2 | | | Freeze/Thaw, % strength retention | ≥ 80% | |
| | | UV Accelerated Weathering Test | ASTM G23 | Physical Observations | No cracking, checking, or crazing | Pass |
| | | | | Flame Spread Index (FSI) | | 0 |
| | SS | Surface Burning Characteristics | ASTM E84 | Smoke Developed Index (SDI) | | ≤ 5 |
| | STI | | | Fuel Contributed | | 0 |
| | 끭 | | | NFPA Class | | А |
| | FIRE | | | Uniform Building Code Class | As reported | 1 |
| | FIRE CHARACTERISTICS | | | International Building Code® class | | Α |
| | Ę. | Noncombustibility | ASTM E136 | Noncombustible | Pass/fail | Pass |
| | | Fire Resistance Rated Construction | ASTM E119 | Fire Resistance Rating | 1-hour | Note 1 |
| | | | | | | |

Note 1: listed on Warnock Hersey and ESR 2290

Installation

Install HardiePlank lap siding in accordance with:

- HardiePlank lap siding installation instructions
- ICC-ES ESR 2290
- Requirements of authorities having jursidiction

Warranty

HardiePlank lap siding: 30-year, Non-Prorated, Limited Warranty ColorPlus Technology: 15-year Limited Finish Warranty

Sustainable Design Contribution

- Regionally sourced content- varies by project location
- Avoidance of certain chemicals or Red List Compliance

Detailed product information for LEED projects, or other state or regional sustainability programs is available through James Hardie Technical Services.

Storage and Handling

Store flat and keep dry and covered prior to installation.

Technical Services

codes, void the product-only warranty and lead to personal injury.

Contact James Hardie Technical Services online at JamesHardie.com, or by phone at (800)426-4051



Additional Installation Information, Warranties, and Warning are available at JamesHardie.com

1 866 442 7343 | www.jameshardie.com

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IMPORTANT: Failure to install and finish this product in accordance with applicable building codes and James Hardie written application instructions may affect system performance, violate local building

DESIGN ADVICE: Any information or assistance provided by James Hardie in relation to specific projects must be approved by the relevant specialists engaged for the project eg. builder, architect or engineer.

James Hardie will not be responsible in connection with any such information or assistance.

P2

HardieTrim[®]

HardieTrim® Boards Products Description

HardieTrim® boards come finished with either the PrimePlus® factory primer and sealer or with ColorPlus® Technology. The ColorPlus® coating is a factory-applied, oven-baked finish available on a variety of James Hardie® siding and trim products. See your local dealer for details and availability of products, colors, and accessories.

HARDIETRIM® 5/4, 4/4 BOARDS

HardieTrim[®] 5/4, 4/4 board is a decorative non-load bearing trim product. HardieTrim 5/4 board is 1 in. thick, HardieTrim 4/4 board is 3/4 in thick, and both can be purchased in 10 ft. and 12 ft. lengths, based on local availability. In addition to frieze, rake, window, door, and corner details, HardieTrim 5/4, 4/4 boards may be used to construct light blocks, column wraps and decorative scroll work. Available in commonly-used nominal widths from 4 in to 12 in.

HARDIETRIM® BATTEN BOARDS

HardieTrim® Batten Boards are a decorative non-load bearing trim product. HardieTrim® Batten Boards are ¾ in. thick, 2½ in. wide, and come on 12 ft. lengths. See your local dealer for details and availability of product colors and accessories.





HardieTrim Batten board Rustic and Smooth (not shown)



HardiePanel vertical siding with HardieTrim Batten board for the Board & Batten look.

A Complete James Hardie Exterior – Close-up on trim products.



ColorPlus TIP: HardieTrim 4/4, 5/4 boards with ColorPlus Technology is shipped with a protective laminate slip sheet.

James Hardie recommends keeping the protective sheet in place during cutting and fastening to reduce damage to the boards. Remove the protective sheet only after installing the boards and filling the nail holes with a colored touch-up pen.



WARNING

DO NOT caulk nail heads when using ColorPlus products.

Refer to the ColorPlus touch-up section

Cleaning James Hardie® Primed and ColorPlus®Technology Siding

NOVEMBER 2018



This cleaning instruction applies to all James Hardie® products, including factory-primed products and ColorPlus® Technology.

Always follow the instructions and precautions outlined in the James Hardie ColorPlus® Technology literature that was supplied with the product and the information that is available on the James Hardie website (www.jameshardie.com), including James Hardie ColorPlus Technology instructions and precautions.

The extent and nature of the maintenance required will depend on the geographical location, the exposure of the building and whether your product is factory-primed or ColorPlus product. Cleaning, as needed, is recommended to remove dirt, dust, chalking, oil, grease, organic contaminants, or mold that may build up on the product surface over time. Dust from cutting and construction dust should be removed IMMEDIATELY upon installation (refer to the cleaning instruction in the table below). During cleaning, always wear appropriate protection (gloves and eyewear) and shield any landscaping or vegetation.

Surface cleaning recommendation is given below for specific product conditions. (Please note that damage to siding arising from improper cleaning or maintenance may not be covered by the James Hardie warranty).

| RECOMMENDATION | CONSTRUCTION/CUTTING/ EXISTING DIRT AND CHALK | OIL, GREASE OR OTHER ORGANIC CONTAMINANTS | MOLD AND MILDEW |
|----------------|--|---|---|
| TOOLS | Soft cloth, soft all paint poly brush or chip brush or horsehair bench brush, garden hose. (Do not use hard brush (for example, scrub brush or an abrasive scrub sponge) that could damage the finish or siding. | Soft cloth and garden hose. | Soft cloth or soft sponge and garden hose. |
| SOLUTION | Water | Mild liquid dishwashing soap (Dawn®, Ivory®, or Joy®) and water. Do not use any harsh cleaning chemicals. | Mildew cleaners (Jomax®, Mildew Check®, Mold Armor®) and water. |
| METHOD | If using a brush, brush the product surface dust, dirt or chalk, then rinse the area with a garden hose. If using a soft cloth, wet the cloth then wipe the area until clean and rinse the area with clean water. Rinse the cloth frequently. | Use soft cloth wetted with soapy water to clean the area. Rinse the cloth frequently. Use a garden hose to rinse the area. | Follow the mildew cleaner instruction. Lightly scrub the area with mildew. Use garden hose to rinse the area. |

SOFT ALL PAINT BRUSH



HORSEHAIR BRUSH



CHIP BRUSH



SIDING BRUSH







It is always suggested to clean a small section at a time. Start from the top and work your way down to prevent dripping or streaking onto the cleaned area.

Gently clean the siding with the soft brush or wet soft cloth in a side to side motion in the direction of the plank siding. If cleaning panel, direction of the siding is up and down. Do not push soft brush or wet cloth too hard against product surface. Do not allow the soap and mildew cleaner to dry on the siding (continually rinse the area until all of the cleaner has washed off of the siding). Any areas that have been missed may show up when the siding has dried. Spot clean and rinse any missed areas as needed.

If your surface still looks dirty after washing methods for dust/dirt and oil/grease, the problem may be mildew. Mildew discoloration can resemble dirt. Moisture is the most important single factor in the growth of mildew, which can lie dormant for years. For this reason, mildew discoloration is usually found in damp, dark areas or during prolonged humid conditions. Follow all instructions and precautions that are outlined on the label of the mildew cleaner and wear all protective equipment that is prescribed.

IMPORTANT!

Low pressure water spray, a soft bristle (nonmetal) brush is most suitable for cleaning fiber cement products. If using a pressure washer, care must be taken to ensure that the water stream does not damage the surface of the siding. Using wide fan tips that are kept a minimum of 6 feet from the wall and at pressures under 1500 psi will minimize the chance of damaging the siding.

Sand blasting can damage the fiber cement surface and is not recommended. Acid washing can damage the fiber cement surface and is not recommended.

Note: Damage to siding arising from improper cleaning or maintenance may not be covered by the James Hardie warranty.

IMPORTANT: Failure to follow James Hardie written installation instructions and comply with applicable building codes may violate local laws, affect building envelope performance and may affect warranty coverage. Failure to comply with all health and safety regulations when cutting and installing this product may result in personal injury.

DESIGN ADVICE: Any information or assistance provided by James Hardie in relation to specific projects must be approved by the relevant specialists engaged for the project eg. builder, architect or engineer. James Hardie will not be responsible in connection with any such information or assistance.

Product warranties, safety information and additional installation information are available at jameshardiepros.com



1.866.442.7343 | www.jameshardiepros.com

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TB1301 11/18



Technical Data Sheet

Landmark®, Landmark® Premium, Landmark® Pro Shingles, Landmark® Pro/Architect 80 (NW Region Only) Shingles

PRODUCT INFORMATION

Landmark shingles reflect the same high manufacturing standards and superior warranty protection as the rest of CertainTeed's line of roofing products. Landmark Premium (and Algae Resistant-AR), Landmark PRO (and AR) and Landmark (and AR) are built with the industry's toughest fiber glass mat base, and their strict dimensional tolerance assures consistency. Complex granule color blends and



subtle shadow lines produce a distinctive color selection. Landmark is produced with the unique NailTrak® nailing feature. *Please see the installation instruction section below for important information regarding NailTrak*.

In the Northwest Region Landmark PRO (AR) is double-branded as Landmark PRO/Architect 80 (AR).

Landmark algae-resistant (AR) shingles are algae-resistant and help protect against dark or black discoloration, sometimes called staining or streaking, caused by blue-green algae. AR shingles are not available in all regions.

Colors: Please refer to the product brochure or CertainTeed website for the colors available in your region.

Limitations: Use on roofs with slopes greater than 2" per foot. Low-slope applications (2:12 to < 4:12) require additional underlayment. In areas where icing along eaves can cause the back-up of water, apply CertainTeed WinterGuard® Waterproofing Shingle Underlayment, or its equivalent, according to application instructions provided with the product and on the shingle package.

Product Composition: Landmark Series shingles are composed of a fiber glass mat base. Ceramic-coated mineral granules are tightly embedded in carefully refined, water-resistant asphalt. Two pieces of the shingle are firmly laminated together in a special, tough asphaltic cement. All Landmark shingles have self-sealing adhesive strips.

Applicable Standards

ASTM D3018 Type I ASTM D3462 ASTM E108 Class A Fire Resistance ASTM D3161 Class F Wind Resistance ASTM D7158 Class H Wind Resistance UL 790 Class A Fire Resistance ICC-ES ESR-1389 and ESR-3537 CSA Standard A123.5 (Regional) Miami-Dade Product Control Approved Florida Product Approval # FL5444 Meets TDI Windstorm Requirements

Technical Data:

| | Landmark (and AR) | Landmark PRO* (and AR) | Landmark Premium (and AR) |
|---------------------------|----------------------|---------------------------|---------------------------|
| Weight/Square (approx.) | 219 to 238 lb ** | 240 to 267 lb ** | 300 lb |
| Dimensions (overall) | 13 1/4" x 38 3/4" | 13 1/4" x 38 3/4" | 13 1/4" x 38 3/4" |
| Shingles/Square (approx.) | 66 | 66 | 66 |
| Weather Exposure | 5 5/8" | 5 5/8" | 5 5/8" |

^{*}Includes Landmark PRO AR/Architect 80

^{**}Dependent on manufacturing location

Page 2 of 2

Landmark® Series Shingles

INSTALLATION

Detailed installation instructions are supplied on each bundle of Landmark shingles and must be followed. Separate application sheets may also be obtained from CertainTeed.

Hips and Ridges: For capping hip and ridge apply CertainTeed Shadow Ridge[®], Cedar Crest[®] or Mountain Ridge[®] shingles of a like color.

MAINTENANCE

These shingles do not require maintenance when installed according to manufacturer's application instructions. However, to protect the investment, any roof should be routinely inspected at least once a year. Older roofs should be looked at more frequently.

WARRANTY

Landmark Premium (and AR), Landmark PRO/Architect 80 AR, Landmark PRO (and AR), and Landmark (and AR) shingles carry a lifetime limited, transferable warranty to the consumer against manufacturing defects when applied to stated CertainTeed application instructions for this product. In addition, Landmark Premium (and AR), Landmark PRO (and AR), Landmark PRO/Architect 80 AR, and Landmark (and AR) carry 10-years of SureStart™ Protection. Landmark AR shingles carry a 10-year algae resistance warranty. Landmark Premium AR, Landmark PRO AR, and Landmark PRO/Architect 80 AR shingles carry a 15-year algae resistance warranty. For specific warranty details and limitations, refer to the warranty itself (available from the local supplier, roofing contractor or on-line at www.certainteed.com).

FOR MORE INFORMATION

Sales Support Group: 800-233-8990 Web site: www.certainteed.com

See us at our on-line specification writing tool, CertaSpec®, at www.certainteed.com/certaspec.

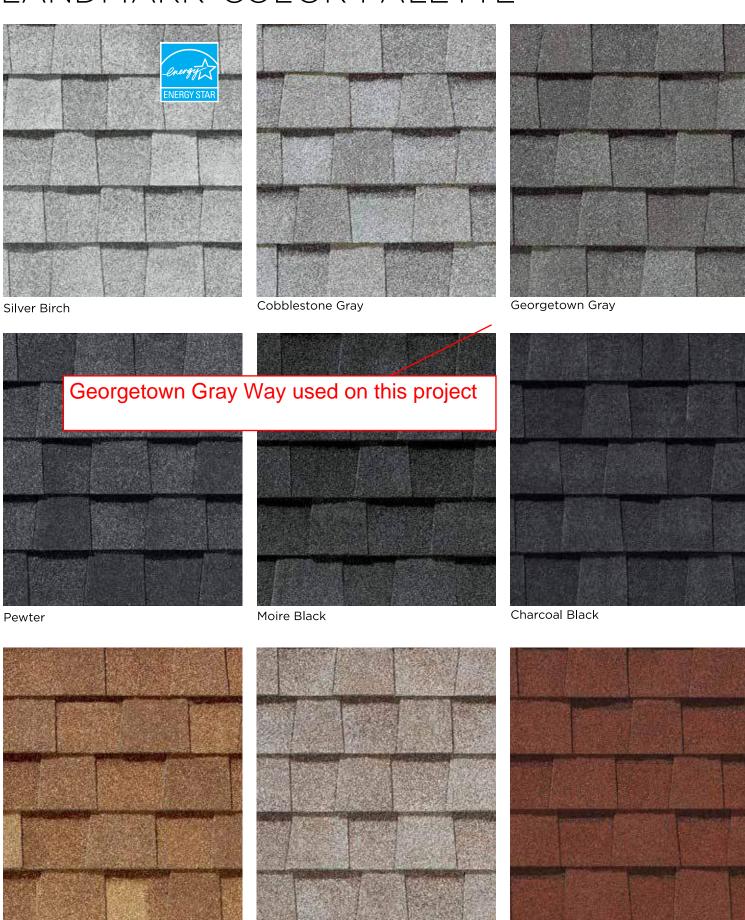
CertainTeed 20 Moores Road

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Malvern, PA 19355



LANDMARK® COLOR PALETTE



Mojave Tan

Cottage Red

Resawn Shake Page 44 of 285























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CLEANING THE GLASS AND FRAME

INSTALLATION GUIDE

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CLEANING THE GLASS AND FRAME

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FAOS

CONDENSATION

Cleaning the Glass and Frame

Cleaning the Glass

The description below applies to single-or double-hung windows. Other than sash operation, cleaning is the same on all window styles.

Step 1

- · Lift the bottom sash several inches
- Engage the tilt latch mechanism
- · Pivot the lower sash inward until it rests on the sill

Step 2

- · Lower the top sash at least several inches, exposing the tilt latch mechanism located on the top edge of the sash.
- · Engage the tilt latch
- Pivot the upper sash inward until it comes to rest.

- Clean the outside part of glass of the upper sash using an approved glass cleaning solution or mildly soapy water
- · Wipe clean using a lint-free cotton cleaning rag
- Once complete, pivot the upper sash back into position.
- Retract the tilt latches to ensure they engage back into position.
- Clean the inside face of the glass on the upper sash.

Step 4

• Repeat Step 3 with the lower sash.

When Cleaning Sungate® 600

When cleaning Low-E Pyrolytic Glass (included in Viwinco's R-4 and R-5 packages), always use a mild soap or glass-cleaning solution and a soft, lint-free use abrasive cleansers. Make sure to adequately wet the glass surface to allow for more thorough cleaning and to help prevent streaking when drying.

If a metal object such as a razor blade comes into contact with the Low-E pyrolytic coated surface and leaves a residual deposit, use one of the followin commercially available cleaners or solutions to remove it: Lime-A-Way® Cleaner; Simple Green® Lime Scale Remover; CLR-Calcium Lime and Rust Cleaner in 1 All-Purpose Cleaner; Finish® Jet-Dry® Rinse Agent; Windex® Multi-Surface Vinegar Cleaner.

After cleaning, completely rinse the solution from the glass to return it to its original appearance.

Download a Document on Proper and Effective Cleaning of Sungate 600.

Cleaning the Frame

Caution: Do not use harmful cleaners on PVC (vinyl) products

Maintaining the original color characteristics and retaining resistance to cracking are critical to years of problem free performance of PVC products sucl and vinyl siding. Both color retention and impact resistance are significantly harmed by even minor exposure to cleaners containing certain chemicals,

Typical symptoms of harmful chemical exposure include: dark splotches, streaking, heavy yellowing, surface hazing, brittleness, cracking and dist

Especially harmful to PVC products are those chemical agents that originate from the same basic chemistry as that of the PVC; specifically petroleum ar these (commonly referred to as organic solvents) are methylethylketone (MEK), acetone (Dimethyl ketone), benzene or other aromatics like xylenes/ to tetrahydrofuran (THF) or other similar chemicals known as petroleum ethers or distillates.

How to Clean Vinyl Windows | Cleaning the Glass and Frame | Viwinco Windows

Check the label. Cleaners containing these or other similar harmful chemicals should never be used on or near PVC products. Immediate and peri

Cleaning PVC Profiles:

- 1. Never use any cleaners or thinners which contain organic solvents or petroleum ethers at any time before, during, or after the manufacturing a
- 2. See Suggested Cleaners list below. These products are excellent for cleaning and wiping dirt and hand prints from PVC surfaces. Usually soap by surfactants that are water soluble are safe. These types of cleaners allow the vinyl to retain both color and crack resistance because they do not surface of the PVC
- 3. All cleaners should first be pre-tested by submersing a scrap of PVC for at least 48 hours. Compared to the original the test part should be the sa or changed in any way.

Suggested Cleaners:

- 1. Dawn®
- 2. Fantastic®
- 3. Murphy® Oil Soap
- 4. Windex®
- 5. Lysol®
- 6. Simple Green®

Further Reading: Additional information on caring for vinyl windows can be found on the AAMA website: http://www.aamanet.org/indexsec/3/23/Hor

Hardware Maintenance

Hardware components that allow for sash or panel movement such as, the balance cavities on hung windows, the crank mechanism and tracks on case assemblies on patio doors, require occasional lubrication. Lubrication of these moving parts will extend their life and allow for ease of operation. Viwing silicone spray. Do not use petroleum-based products, as they will leave a residue over time.

- Make sure the area to be cleaned is free of dirt and debris before application.
- Spray on the lubricant. Wipe off excess amounts with a lint-free cotton rag.
- Operate the sash or panel several times to allow for proper penetration.

See Cleaning the Hardware for more information.

Service and Warranty

Viwinco has placed identifying information for service and repair in the head channel of the frame, on the edge of individual sashes, and on the screen damaged components, please refer to your warranty information for further instructions, or visit our website at <a href="www.viwinco.com/servicewarranty/warr

610.286.8884
WARRANTY REGISTRATION
CAREERS
SITE MAP
TERMS OF USE

2020 VIWINCO | P.O. BOX 499, MORGANTOWN BUSINESS PARK, MORGANTOWN, PA 19543
All Viwinco windows that include low-e glass, a non-conductance spacer and argon gas fill meet \(\text{\text{\text{Bregy STAR}}} \) therefore thermal efficiency in all climate regions. ENERGY STAR* was created to help consumers \(\text{\text{Beasily identify products}} \), homes, and buildings that save energy and money, and help protect the \(\text{\text{Benvironment}}. \) Viwinco is proud to offer our customers products with the ENERGY STAR label.

























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CLEANING THE HARDWARE

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Cleaning The Hardware

CARE OF TRUTH WINDOW & DOOR HARDWARE

Home » Resources » Care and Maintenance » Cleaning The Hardware

Window and door hardware is expected to give trouble free operation throughout the life of the window or patio door it is mounted on. Truth Hardwai ensure the hardware we provide will stand up to the tests of time. All of the hardware manufactured by Truth is protected or enhanced by special coati protective coatings and lubricants can be damaged or removed by common household products. If the hardware is properly cared for it will provide yc

The following information concerns the proper care of Truth window and door hardware.

Cleaning

Due to the wide range of environments our hardware is used in, some cleaning may be required. Wind-blown dust and dirt can cause the windows and operate, as well as cause the hardware to wear or corrode faster. Routine maintenance and inspection of hardware is even more critical in coastal areas these harsh environments can have detrimental effects on window and door hardware.

We recommend the hardware be inspected once a year (more if necessary) and cleared of dirt and grime build up. Particular attention should be given window hinges and from the track where the patio door rollers glide.

Clean water should be used when possible to flush the hardware clean. A mild (hand wash) dish soap and water mixture can be used to loosen stubbor hardware with clean water. Allow the hardware to dry completely before lubricating.

Cleaners to Avoid

DO NOT USE THE FOLLOWING:

- Vinegar Based Cleaners
- Citrus Based Cleaners (Lemon, etc.)
- Chlorine Based Cleaners
- Industrial Strength Cleaners
- Abrasive Cleaners

These types of cleaners will not only remove the lubricants from the hardware, they can also remove the corrosion resistant coatings.

Warning: Glass cleaners and brick/siding washes, with the above ingredients, must not come in contact with the hardware for the reasons listed above.

Lubrication

After the hardware is clean and dried it must be lubricated to restore the smooth operation, and in some cases corrosion resistance. There are a numbe products which can be used. It is recommended that the replacement lubricant be similar to what was removed. (If the gears were coated with grease I lubricate only with grease, not a spray such as WD40, etc.) The following list of products will help you know where each should be used.

Lithium Grease: Use on all gear drives; such as operators and locks. Best choice due to waterproofness.

WD40 or CD2: Use on all sliding or rotating joints; such as rollers, pivots, brackets, hinges and chains. Another area this lubricant can be used is in the sl the lock cylinder on bi-fold door hardware. Attaching a tube to the nozzle will help concentrate the spray and direct it to the appropriate spot. There are products to allow this procedure to be done without having to remove the locks from the doors. These lubricants won't last as long as oil.

Automotive Grease or Petroleum Jelly: Will work in same areas as White Grease, but is not as waterproof and it will attract dust. Be careful when apply wood it contacts.

Light Oil such as 3 in 1 Oil: Can be used on sliding or rotating joints. Care must be used when applying due to possible staining of wood parts.

Graphite: Can be used on sliding and rotating joints. Also works well on cam locks and hinges.

Page 47 of 285

Warning: Avoid the use of silicone based sprays or Jubricants. Silicone can cause some plastic parts to become brittle.

There are many other products which can be used which will give equal results. Care must be used when applying any lubricant to avoid staining and/oparts. Since lubricants only work if present, periodic checks should be done to ensure the function of the hardware.

Care of PVD Finishes

Physical Vapor Deposition, also known as PVD is the name for an extremely durable and environmentally friendly finish which is popular in today's mato fading and discoloration by direct sunlight, ultraviolet light or humidity and also withstands the harsh environmental elements found in some coast.

As with many finishes, care is required to help maintain the appearance of the PVD finish.

- Periodically (bi-monthly) it is recommended that the surface be cleaned thoroughly with a soft, non-abrasive cloth moistened slightly with
- Do not use abrasive materials (dry or liquid) during the cleaning process of your PVD finish.
- Wipe off any excess liquid with a soft cloth in order to dry the product completely to avoid any water spots.

If the above steps are followed, the hardware on your windows and doors should give years of dependable service. If you have questions on cleaning o please call the Technical Service Department at Truth Hardware at 1-800- 324-4487.

610.286.8884
WARRANTY REGISTRATION
CAREERS
SITE MAP
TERMS OF USE

2020 VIWINCO | P.O. BOX 499, MORGANTOWN BUSINESS PARK, MORGANTOWN, PA 19543
All Viwinco windows that include low-e glass, a non-conductance spacer and argon gas fill meet lithe guidelines for thermal efficiency in all climate regions. ENERGY STAR* was created to help consumers leasily identify products, homes, and buildings that save energy and money, and help protect the lienvironment. Viwinco is proud to offer our customers products with the ENERGY STAR label.









The above color samples are approximations only. If an exact color match is required, please contact GAF. Job site applied colors will vary from this color card due to printing variances as well as the texture and porosity of the substrate. GAF recom**Page applying 285** or sample to an inconspicuous area on the actual substrate to verify color choice.

Traditional Soffit

PRODUCT

GAUGE: NOMINAL THICKNESS 0.042"

DOUBLE 5 SOFFIT

BRUSH FINISH

PRODUCT CODE: **SOLID: RSD5VSBF**

Solid suitable for sidewall applications.

Both types of soffit were used depending on location.

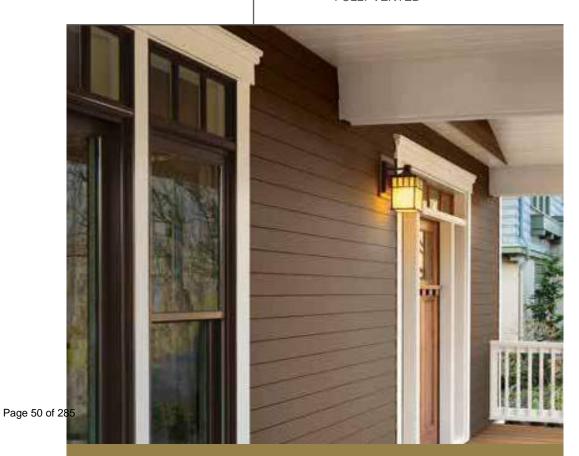


PRODUCT CODE: FULLY VENTED: RSD5VVBF

Not suitable for sidewall applications.



FULLY VENTED



SPECIFICATIONS

White soffit was used on this project.

VENTILATION AREA

| PER LF | 7.7 SQ IN |
|-----------|---------------|
| PER SF | 9.2 SQ IN |
| PER PANEL | 91.9 SQ IN |
| LBS/CTN | 85 LB/38.5 KG |
| CTNS/SKID | 14 |
| PRICE | |



COLORSCAPES® DARK COLORS

MBR - MUSKET BROWN

BLK - BLACK

COLORSCAPES® PREMIUM COLORS

CYP - CYPRESS

PC - PEBBLE CLAY

WA - WALNUT

COLORSCAPES® TRADITIONAL COLORS

VC - VINTAGE CREAM

SA - SAND

BST - BROWNSTONE

WH - WHITE 1

HE - HEATHER

WI - WICKER

HS - HARVARD SLATE

LI - LINEN

GSG - FLAGSTONE

BLGY - BLUE GRAY

SS - STERLING

MA - SOFT MAPLE

Musket Brown and Black for Soffit use only.

Standard Rail - Level - Railing Brackets Made for 2" x 3-1/2" Vinyl Rails

White or Tar



2" x 3-1/2" Level Covered Railing Bracket

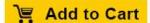
(Includes Mounting Hardware)

Color: White P/N: VB-220W

Price: \$7.54 each

Includes 2 Brackets

Quantity:



Shipping not included (details)

2" x 3-1/2" Level Covered Railing Bracket

(Includes Mounting Hardware)

Color: Tan P/N: VB-220T

Price: \$9.05 each

Includes 2 Brackets

Quantity:



Shipping not included (details)

Standard Rail - Stair - Railing Brackets Made for 2" x 3-1/2" Vinyl Rails

White or Tan



2" x 3-1/2" Stair Covered Railing Bracket

(Includes Mounting Hardware)

Color: White P/N: VB-222W

Price: \$7.18 each

Includes 2 Brackets

Quantity:



Shipping not included (details)

2" x 3-1/2" Stair Covered Railing Bracket

(Includes Mounting Hardware)

Color: Tan P/N: VB-222T

Price: \$8.62 each

Includes 2 Brackets

Quantity:



Shipping not included (details)

Horizontal Multi Angle (Level) Bracket Kit Made for 2" x 3-1/2" Vinyl Rails



2" x 3-1/2" Horizontal Multi Angle Railing Bracket

(Includes Mounting Hardware)

Bracket can be used for angles from 0 to 45 degrees.

Color: White P/N: VB-225W

Price: \$29.56 each

Includes 4 Brackets

All four brackets are for 2 x 3-1/2 inch rails.

Quantity:



Shipping not included (details)







wraps leave off

Blueskin® VP100 delivers next-generation air and water barrier protection for wood-framed residential and multi-family construction. Engineered to eliminate water and moisture intrusion while allowing walls to breathe, Blueskin VP100 is a self-adhered, vapor permeable, water-resistive air barrier membrane. Combining an engineered film and a patented, permeable adhesive technology with split-back poly-release film, Blueskin VP100 protects buildings, budgets and peace of mind.

Part of the Fortifiber® 1-2-3 moisture control system, Blueskin VP100 is designed to withstand the rigors of the jobsite and the elements, and is backed by an industry-leading 15-year material PLUS labor warranty.

Features and Benefits



Self-seals around nails and fasteners for lasting watertightness



Can contribute up to 50% energy savings*



Self-adheres directly to your structure's exterior, eliminating air gaps that can lead to increased heating and cooling costs



Exceeds even the strictest building codes, providing long-lasting performance

Based on Hot2000 Simulation, Denver, CO; for a two-story, 2,000 sq. ft. frome.

Performance standards you can trust

Henry Blueskin VP100 is a residential and multi-family self-adhered vapor permeable, water-resistive air barrier membrane consisting of an engineered film and a patented, permeable adhesive technology with split-back poly-release film. Blueskin VP100 is fully adhered to the wall substrate in a 'weatherboard' method without mechanical attachment.

| Physical/performance property | Typical value | Test method |
|---|--|----------------------------|
| Moisture vapor permeance | 33 perms (WVT) | ASTM E96 Procedure A |
| Air permeance | < 0.02 l/m² @ 75Pa | ASTM E2178 |
| Average dry breaking force | MD - 55 lb/245N CD - 48 lb/214N | ASTM D5034 |
| Accelerated aging | Pass 25 cycles | ICC-ES AC48 |
| Cycling and elongation | Pass 100 cycles at -20 °F (-29 °C) | ICC-ES AC48 |
| Application temperature, min | 20 °F (-7 °C) | |
| Service temperature range | -40 °F to 180 °F (-40 °C to 82 °C) | 17 |
| Flame spread index | 5. Class A | ASTM E84 |
| Water penetration resistance around nails | Page | AAMA 711 ASTM D1970 mod |
| | | |

Blueskin VP100 is continually tested in accordance with ASTM procedures. The values shown are typical values obtained in these tests.

Product characteristics

| Composition | An engineered film and a patented, permeable adhesive technology with spik-back poly-release film | |
|-------------|---|--|
| Roll size | 4", 6", 9", 12", and 48" x 100" | |

Product approvals and certifications

Complies with the International Code Council Evaluation Services Acceptance Criteria for Water Resistive Barriers (AC 38)

Complies as an alternative to the water-resistive barrier specified in Section 1404.2 of the 2012 and 2015 International Building Code[®] and Section 1403.2 of the 2018 International Building Code[®]

Complies as a water-resistive barrier specified in Section 2510.6 of the International Building Code*

Complies as an alternative to the water-resistive barrier specified in Section. R703.2 of the International Residential Code^a

Complies as water-resistive barrier specified in Section R703.6.3 of the 2012 International Residential Code* and Section R703.7.3 of the 2015 and 2018 International Residential Code*

ICC Evaluation Service Report 2975

ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials

ASTM E96 - Water Vapor Transmission of Materials

ASTM D5034 – Standard Test Method for Breaking Strength and Elongation of Textile Fabrics (Grab Test)

ASTM E 2178 - Standard Test Method for Air Permeance of Building Materials



Featuring a range of compatible weather tarriers, flashings and seatures, the Fortifiber® 1-2-3 Moisture Control System by Hacry® makes it easier than ever to build with confidence.

Henry, Fortifiber and Baretain are registered modernarks of the Henry Company.

Limitations: Membrane must be rolled after application to ensure achesion to substrate and laps. Not designed for permanent exposure, protect installed membrane as soon as possible. Maximum exposure not to exceed 150 days. Excessive moisture in substrate or laps can inhibit adhesion or result in loss of achesion prior to installation of cladding. Do not expose the backside of the substrate to moisture or rain. Protect exposed back-up walls against wet weather conditions during and after application of membrane, including wall openings and construction activity above completed air barrier installation.

Where adhesion of Blueskin VP100 is not adequate, use Herry Aquatac Primer to provide additional adhesion. For installations between 20 °F (-4 °C) and 40 °F (5 °C), Henry Aquatac Primer is always required for all substrates. For more information, please review the Henry Blueskin VP Cold Weather Application Tech-Talk which is available on the Henry website or contact your local Henry representative.

Installation: Refer to Blueskin VP100 installation Guidelines for detailed application information available at www.henry.com website. Blueskin VP100 must be installed in a consecutive weatherboard method starting at bottom or base of wall and working up; providing minimum of 2-in (5cm) side laps and 3-in (7.6cm) end laps. Out to manageable lengths, position membrane for alignment, remove protective poly-film using split release and firmly apply pressure to ensure adhesion. Eliminate all fishmouths, wrinkles or gaps, roll entire membrane surface [including seams] with a counter top or "J-roller" with adequate pressure to ensure full contact and achievion. Seal membrane terminations, heads of mechanical fasteners, masonry tie fasteners, around penetrations.

Varied installation methods such as vertical application of **Blueskin VP100** and "Method B" flashing installation for integral flanged windows are acceptable as long as the appropriate lap dimensions are maintained and the laps are installed in a sequential overlapping weatherboard method where applicable. Refer to **Blueskin** VP100 Installation Guidelines for detailed instructions.

Availability: Henry products are distributed nationwide. For product information and pricing, places call a Henry distributor near you. If you need assistance locating a participating distributor, please call our Customer Service Department at 1-800-773-4777.

Henry Product Warranty Information: This product may be eligible for the 15 year Fortifiber 1-2-3 Moisture Control System Warranty when used in conjunction with other products. See https://us.henry.com/warranty for details. We, the manufacturer, warrant only that this product is free of defects, since many factors which affect the results obtained from this product – such as weather, workmarship, equipment utilized, and prior condition of the substrate – are all beyond our control. We will replace at no charge any product proved to have a material defect within 12-months of purchase, provided it has been applied in accordance with our written directions for uses we recommend as suitable for this product. Proof of purchase must be provided.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY; THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ONE. INCLUDING THE MANUFACTURER, SHALL HAVE ANY LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT, INCLUDING FOR NEGLIGENCE OR FOR DIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, RESULTING FROM ANY MISUSE, DEFECTS OR DELAYS CAUSED BY REPLACEMENT OR OTHERWISE, IF PURCHASER DOES NOT ACCEPT THESE TERMS, PURCHASER MAY RETURN WITHIN 30-DAYS OF PURCHASE ALL UNOPENED CONTAINERS OR PACKAGES OF PRODUCT PURCHASED FOR A FULL REFUND. RETENTION OF PRODUCT BEYOND 30-DAYS, OR USE OF PRODUCT SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS, CONDITIONS, AND DISCLAIMERS. THIS LIMITED WARRANTY AND LIABILITY DISCLAIMER PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY FOR ANYTHING RELATING TO THE PRODUCT. To the extent that any part of this LIMITED PRODUCT WARRANTY AND LIABILITY DISCLAIMER is determined unenforceable under the law of the place of purchase of the product, that part is severed and the remainder of these terms remain in full force and effect. To the extent permitted by law, the duration of any implied warranties is limited to the duration of Henry's express warranty.

This warranty language supersedes any language found elsewhere, including product labels, sell sheets and/or technical documents.



Building Envelope Systems®
Wall & Window Roaf Foundation

Ask us today about other Henry® solutions that help manage the flow of water, air, vapor and energy.

TECHNICAL DATA SHEET

Aquatac[™] Primer

Emulsion Primer for Self-Adhered Membranes

| Physical property | Typical value | |
|---|--|--|
| Color | Aqua | |
| Solids by Volume | 53% (approx.) | |
| Weight | 8.3 lbs/gal (approx.) | |
| Application Temperature | 25 °F to 104 °F | |
| Coverage | Up to 500 ft²/gal depending on porosity and texture of surface | |
| Maximum VOC | 50 g/l | |
| Drying Time - Initial Set - Set Through | @ 50% R.H. 68 °F Dry Substrate 30 minutes 2 hours | |
| Service Temperature | Minus 40 °F to 150 °F | |
| Flammability - Wet - Dry | Non-Flammable Burns | |

Description

Aquatac™ Primer is a polymer emulsion based primer for self-adhered membranes.

Features and benefits

- Quick drying
- Highly tacky film provides positive adhesion to membrane
- Non-flammable during application
- Easily applied by spray, brush or roller
- Water based, no solvent odors
- Specially designed to provide a high level of tack on vertical surfaces

Usage

Used as a primer for self-adhered membranes such as **Blueskin® WP200** when applied to masonry, concrete, non-treated wood, drywall and metal.

Application

Surface Prep: All surfaces must be dry and free from dust, dirt, grease, oil or other foreign matter.

Apply: Aquatac™ Primer is applied by roller at a rate up to 500 sq. ft. per gallon depending on the porosity and texture of the surface and allow to dry. Airless, air assist, or air spray equipment may also be used. Not suitable for use with a garden type sprayer. Pour primer from container into sprayer and spray fine mist over the entire substrate. Allow primer to dry thoroughly before applying membrane. Primer surfaces not covered by membrane during the same working day must be reprimed. Aquatac™ Primer is intended to be used as supplied and should not be diluted.

Clean Up: For uncured film use water. Use mineral spirits for cured films.

Precautions

Protect from freezing during shipping, storage and application. Apply under dry conditions above 25 °F. Avoid freezing. Store product above 32 °F.

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Revision Date: 1/30/2020

Henry Aquatac Primer

Caution

In case of eye contact, open eyelids wide and flush immediately with plenty of water for at least 15 minutes. Seek medical attention.

Do not heat container or store at temperatures greater than 120 °F (49 °C).

Close container after each use.

Use protective measures to avoid contact with eyes and skin. If swallowed, seek medical attention immediately.

In case of accidental injection by power spray equipment, seek medical attention immediately.

Dispose of container and unused contents in accordance with local, state, and federal regulations.

Keep out of reach of children.

Protect from freezing.

For exterior use only.

Product size/packaging

5 gallon pail

Storage

Store rolls on end, on original pallets or elevated platform. Protect from weather or store in an enclosed area not subject to heat over 120 °F (49 °C). In cold weather, it is recommended to warm rolls to 50 °F (10 °C) or above prior to application to assure adhesion to substrate.

For more information, visit www.henry.com or for technical assistance call us at 800-486-1278. For more information on Henry's® product warranty and liability disclaimer please visit www.henry.com/warranty. Refer to the Safety Data Sheet prior to using this product. The Safety Data Sheet is available at www.henry.com or by emailing Henry® Product Support at productsupport@henry.com or by calling 800-486-1278.

Henry is a registered trademark of Henry Company. Covered by US patent 6,901,712; Canadian patent 2,413,550.

The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability or completeness either expressed or implied is given other than those required by law. The user is responsible for checking the suitability of products for their intended use. Henry® Company data sheets are updated on a regular basis; it is the user's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

Henry[®] **Company**, 999 N. Pacific Coast Highway, Ste. 800, El Segundo, CA 90245 **Tel:** 800-486-1278 **Email:** techservices@henry.com

86-1278 **Email:** techservices@henry.com www.henry.com





Henry® FortiFlash® 365 **Waterproof Flashing Membrane**



Henry® FortiFlash® 365 Waterproof Flashing Membrane provides truly yearlong performance in harsh environments, including extreme heat and cold. Suitable for use with most exterior claddings, FortiFlash 365 Waterproof Flashing Membrane features a metallized surface that provides an aggressive barrier to moisture intrusion.

Advanced adhesive technology means FortiFlash 365 Waterproof Flashing Membrane will stick in extreme cold temperatures in which ordinary adhesives fail. It can be installed year-round. It also withstands UV radiation for a full year, making it ideal for projects facing extended UV exposure.

As part of the Fortifiber® 1-2-3 moisture control system, FortiFlash 365 is designed to withstand the rigors of the jobsite and the elements, and is backed by an industryleading 15-year material PLUS labor warranty.

Features and Benefits



Advanced block copolymer adhesive allows flashing to remain in place without mechanical fasteners



Can be installed at temperatures from 0 °F (-18 °C) to 150 °F (66 °C)



Reflective metallized facer resists UV exposure for up to one year



Self-seals around nails and fasteners for lasting watertightness



Compatible with Moistop® Sealant



AAMA 711 compliant

Performance standards you can trust

Henry FortiFlash 365 Waterproof Flashing Membrane is continually tested in accordance with ASTM procedures. It is designed for use as a concealed flashing in frame construction where a waterproof membrane is required.

| Physical / performance property | Typical value | Test method |
|---|--|-------------|
| Application temperature | 0 °F to 150 °F (-17.7 °C to 65.5 °C) | * |
| Service Temperature | -40 °F to 300 °F (-40 °C to 148.8 °C) | |
| Nail scalabilty | Pasa | AAMA 711 |
| Mold growth | No Growth | ASTM G21 |
| Water resistance | >200 hours | ASTM D779 |
| Fordflori 303 is continuely tested it so: The sature blown are beyond about office | | |

Product characteristics

| Composition | A 8 mil adhesive layer coated to a metalized polyester facer |
|-------------|---|
| Roll size | 41, 61, 91 and 121 x 751 |

Product approvals and certifications

Complies with the flexible fleshing requirements in Chapter 14 of the International Building Code and Chapter 7 if the International Residential Code

Meets the requirements of AAMA 711



Featuring a range of compatible weather barriers, flashings and sealants, the Fortifiber® 1-2-3 Moisture Control System by Harry® makes it easier than ever to build with confidence.

Honey, Fort-Floth and Firtiflier are registered mademarks of the Heory Company

Limitations: For optimum performance, FortiFlash 365 should be applied at temperatures between 0 °F and 150 °F. Product should be covered within 365 days of application, inspect the product to ensure it is free of any damage that may compromise its moisture-resistive properties. Where installed horizontally or with a slope of less than 60° do not use fasteners. May not be compatible with some seatants. Test for compatibility before using any seatants. Performance is guaranteed with Moistop'' Sealant, which adheres to, and is compatible with FortiFlash 365.

Installation: Prior to installation, surfaces should be dry and cleaned free of any dirt or other substances that may interfere with adhesion, as well as any sharp profrusions. Surfaces shall have no voids, damaged, or unsupported areas. Repair surfaces before installing the membrane. Field test a small sample of FortiFlash 365 on all substrates prior to application to confirm sufficient achiesion. Position FortiFlash 365 for alignment with release film in place. Roll back, peel away release film and press membrane firmly over substrate. When membrane is entirely in place, apply pressure along entire membrane to ensure a strong bond. The best method to ensure full contact is to roll entire surface with a J Roller. Orient laps in shingle fashion to shed water with a minimum of 2 in. (50 mm) on both side and end laps.

Henry Product Warranty Information: This product may be eligible for the 15-year Fortifiber 1-2-3 Moisture Control System Warranty when used in conjunction with other products. See https://us.henry.com/warranty for details.

We, the manufacturer, warrant only that this product is free of defects, since many factors which affect the results obtained from this product – such as weather, workmanship, equipment utilized, and prior condition of the substrate – are all beyond our control. We will replace at no charge any product proved to have a material defect within 12-months of purchase, provided it has been applied in accordance with our written directions for uses we recommend as suitable for this product. Proof of purchase must be provided.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NO ONE, INCLUDING THE MANUFACTURER, SHALL HAVE ANY LIABILITY OF ANY KIND. BEYOND PRODUCT REPLACEMENT, INCLUDING FOR NEGLIGENCE OF FOR DIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, RESULTING FROM ANY MISUSE, DEFECTS OR DELAYS CAUSED BY REPLACEMENT OR OTHERMISE. IF PURCHASER DOES NOT ACCEPT THESE TERMS, PURCHASER MAY RETURN WITHIN 30-DAYS OF PURCHASE ALL UNOPENED CONTAINERS OR PACKAGES OF PRODUCT PURCHASED FOR A FULL REFUND. RETENTION OF PRODUCT BEYOND 30-DAYS, OR USE OF PRODUCT SHALL CONSTITUTE. ACCEPTANCE OF THESE TERMS, CONDITIONS, AND DISCLAIMERS. THIS LIMITED WARRANTY AND LIABILITY DISCLAIMER PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY FOR ANYTHING RELATING TO THE PRODUCT. To the extent that any part of this LIMITED PRODUCT WARRANTY AND LIABILITY DISCLAIMER is determined unemorosable under the law of the place of purchase of the product. that part is severed and the remainder of these terms remain in full force and effect, To the extent permitted by law, the duration of any implied warranties is limited to the duration of Henry's express warranty.

This warranty language supersectes any language found elsewhere, including product labels, sell sheets and/or technical documents.



Building Envelope Systems®
Wall & Window Rost Foundation

Ask us today about other Henry® solutions that help manage the flow of water, air, vapor and energy.



212 All Purpose Sealant

Crystal Clear Sealant

Revision Date: 8/11/2016

| Physical Property | Typical Value | Test Method |
|----------------------------|---|-------------|
| Color | Clear | - |
| Application Temperature | 32°F to 110°F (0°C to 43°C) | - |
| Service Temperature, cured | -40°F to 180°F (-40°C to 82°C) | - |
| Durometer Hardness, max | 55 Shore A | ASTM D2240 |
| Elongation, min | 200% | ASTM D412 |
| Flash Point | 75°F (24°C) | ASTM D93 |
| Dry Time | Initial Set: 30 min Set Through: 3 to 7 days at RT | - |
| Peel Strength, min | Aluminum/Glass: 5 p.i.w. (22N) | ASTM D412 |
| Specific Gravity | 1.06 at 77°F (25°C) | - |
| VOC Content, max | 350 g/L | - |

Description

212 All Purpose Crystal Clear Sealant is a one-part, highly elastic, high-performance thermoplastic sealant. The sealant exhibits excellent adhesion to a variety of construction materials. It can be applied to wet or dry surfaces and has excellent low temperature flexibility. It is non-staining, non-sagging and skins over, tack free within 30 minutes.

Features

- Provides clear, invisible patch
- Goes on clear and cures clear
- Remains flexible no cracking
- Excellent adhesion, even on wet surfaces

Application

Prep: 212 All Purpose Crystal Clear Sealant should only be applied to sound surfaces that are free from oil, grease, wax, dust, corrosion, or any material that may interfere with obtaining optimum adhesion.

Concrete and Masonry: Fresh concrete should be fully cured and dried. This may require as much as 3 to 4 weeks. If surfaces are dusty, they should be blown or brushed free and cleaned. Mold release agents or curing agents should be removed, as they will prevent good adhesion.

Aluminum and other Non-Ferrous: If the surface has previously been sealed or exposed to the air for a period of time, remove all previous compounds or surface oxidation by wire brushing.

Steel: Remove all corrosion or coatings by wire brushing.

Glass / Fiberglass: Wipe, if necessary, the surfaces to be sealed with clean, oil-free solvent and dry thoroughly.

Wood: Remove all paint and other loose coatings. Sand to provide a good, clean surface.

Apply: For neatness of joint, adjacent surfaces can be masked with tape. Apply sealant in the joint from the bottom up, filling completely and avoiding entrapping air. Tool the surface for appearance and ensure adequate adhesion between the sealant and the joint sides. Dry tooling is preferred. As soon as application and tooling is complete, remove any masking tape. In joints up to $\frac{1}{2}$ " (13 mm) wide, the depth of the sealant should be equal to the width, but not less than $\frac{1}{8}$ " (3 mm). When joints are greater than the desired depth, they should be packed with a supplementary material, such as backer rod.

Coverage: Cartridge: nominal 15 lineal feet (4.6 m) based on 3/8" (10 mm) bead Quart: nominal 3 ft² (0.28 m²) applied 1/8" (3 mm) thick by trowel

Limitations: Do not use on insulated glass panels, laminated glass edges or polystyrene. Not intended for interior use. Direct contact with asphalt based building materials may result in some bleed-through, staining or discoloration.

| 212 All Purpose Crystal Clear Sea |
|-----------------------------------|
|-----------------------------------|

Clean-up

Complete clean-up before sealant cures with mineral spirits. Clean hands with a waterless hand cleaner.

Packaging

10.1 oz. cartridge 1 Quart

Storage

212 All Purpose Crystal Clear Sealant has a shelf life of 12 months from date of manufacture, when stored in original unopened container at or below 80°F (26°C). Containers should always be kept sealed when not in use.

For more information, visit www.henry.com or for technical assistance call us at 800-486-1278. For more information on Henry's® product warranty and liability disclaimer please visit www.henry.com/warranty. Refer to the Safety Data Sheet prior to using this product. The Safety Data Sheet is available at www.henry.com or by emailing Henry® Product Support at productsupport@henry.com or by calling 800-486-1278.

® Henry is a registered trademark of Henry Company

The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability or completeness either expressed or implied is given other than those required by law. The user is responsible for checking the suitability of products for their intended use. Henry[®] Company data sheets are updated on a regular basis; it is the user's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

Revision Date: 8/11/2016



TECHNICAL DATA SHEET

925 BES Sealant

Building Envelope Sealant

| Physical Property | Typical Value | Test Method | |
|----------------------------|--|---------------|--|
| Color | Black, Gray, White | - | |
| Application Temperature | 32°F to 110°F (0°C to 43°C) | - | |
| Service Temperature, cured | -40°F to 180°F (-40°C to 82°C) | - | |
| Durometer Hardness | 25 ±5 Shore A | ASTM D2240 | |
| Density | 13 lbs/gal | - | |
| Elongation, max | 450-550% | ASTM D412 | |
| Dry Time | Initial Set: 60-90 min at 77°F (25°C) Set Through: 24 hours | - | |
| Tensile Strength | 150-200 psi | ASTM D412 | |
| Modulus | 40-50% psi | · | |
| VOC Content, max | 5 g/L | EPA Method 24 | |

Approvals and Certifications

- Meets ASTM C719 ± 35%
- Meets Fed Spec TT-S-00230C, Type II, Class A
- Meets ASTM C920 Type S, Grade NS, Class 35
- Granted SWR Institute Certificate of Validation

Description

925 BES Sealant is a premium, moisture cure sealant for construction joints subject to dynamic joint movement. This one-part, low odor, moisture cure product provides excellent weathering resistance, flexibility, very low VOC, through use of a silyl-terminated polyether (STPE) polymer. Upon curing, it is paintable with latex based paints. This product is fully compatible with Henry[®] air barrier, flashing, roofing and waterproofing systems.

Usage

- Building envelope sealant for self-adhered air barriers
- External joint sealant for Henry® air barrier, waterproofing and roofing systems
- Alternative to silicone and moisture cure urethanes in above-grade construction applications
- Construction joints up to 1" (25 mm) width, subject to dynamic joint movement of ± 35%

Application

Surface Prep: Joints must be sound, smooth, uniform and free from defects and foreign materials. Joints must also be clean, dry, free of frost and all contaminants, such as curing compounds, sealers, or coatings. Sealant adhesion should be tested on each different substrate prior to use by applying a bead allowing to cure thoroughly. To test adhesive strength, pull one end of the bead.

Apply: Cut nozzle to desired bead size; puncture inner seal. Apply at a 45° angle while pushing sealant ahead of nozzle. The width of the joint should be a minimum of 4 times the anticipated movement. In joints up to $\frac{1}{2}$ " (13 mm) wide, the depth of the sealant should be equal to the width, but not less than $\frac{1}{2}$ " (6 mm). In joints wider than $\frac{1}{2}$ " (13 mm), the depth should be maintained at $\frac{1}{2}$ " (13 mm). Maximum joint width for installation is 1" (25 mm). In vertical and horizontal joints, tooling is necessary to aid contact with the substrate and eliminate air bubbles.

Clean-up

Clean hands and equipment with biodegradable terpene solvent such as citrus-based hand cleaner.

Packaging

10.3 oz cartridge 20 oz sausage

| 925 BES Sealant Building Envelope Sealant Storage | | | | | |
|---|--|--|--|--|--|
| 925 BES Sealant has a shelf life of 12 months from date of manufacture when stored in original unopened container at or below 80°F (27°C). Containers should always be kept sealed when not in use. | | | | | |
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For more information, visit www.henry.com or for technical assistance call us at 800-486-1278. For more information on Henry's® product warranty and liability disclaimer please visit www.henry.com/warranty. Refer to the Safety Data Sheet prior to using this product. The Safety Data Sheet is available at www.henry.com or by emailing Henry® Product Support at productsupport@henry.com or by calling 800-486-1278.

® Henry is a registered trademark of Henry Company

The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability or completeness either expressed or implied is given other than those required by law. The user is responsible for checking the suitability of products for their intended use. Henry[®] Company data sheets are updated on a regular basis; it is the user's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

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Section 4

Product Warranties

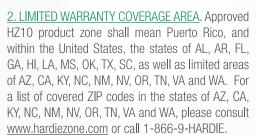




Includes: HardiePlank® HZ10® Lap Siding, HardiePanel® HZ10® Vertical Siding, HardieShingle® HZ10® Siding, HardieSoffit® HZ10® Panels

Effective July 2020





3. WHAT WE WILL DO. If during the Limited Warranty Period, the Product is defective in material or workmanship, Hardie will, in its sole discretion, either repair or replace the defective portion of the Product, or, during the first (1st) through the thirtieth (30th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 30th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to Hardie's reasonable satisfaction, the cost shall be determined by Hardie in its sole and reasonable discretion. Hardie's repair or replacement of the defective portion of the Product or reimbursement pursuant to Section 3 of this Limited Warranty is the exclusive remedy for the Covered Person for

any warranty claim under Section 1. Hardie will not reimburse or pay any costs in connection with labor or accessory materials.

4. WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

- a) A Covered Person must provide written notice to Hardie within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty. The notice must describe the location and details of the claimed defect and any additional information necessary for Hardie to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Hardie that such claimant is a Covered Person as defined in Section 1 above.
- b) The Product must be installed according to Hardie's printed installation instructions and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
- c) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow Hardie or Hardie's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from Hardie may void the warranty.



Homeowner Care and Maintenance Tips

PATCHING

Fill dents, chips and cracks using a good quality cement patching compound (acrylic mortar patch), which can be found at your local Home Center or Hardware Store.

PRODUCT REPLACEMENT

Replace siding and trim products in accordance with James Hardie's written installation instructions.

CAULK REPLACEMENT

When caulk is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results, use a latex caulk that complies with ASTM C834 or better. Caulking should be applied in accordance with the caulking manufacturer's written application instructions.

PAINT MAINTENANCE

Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly prepped for paint. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

Call 1-800-9-HARDIE or visit www.JamesHardiePros.com to obtain written installation requirements or for more detailed technical information.

5. WHAT IS NOT COVERED. This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 4(b) of this Limited Warranty) and/or improper installation of studs or other accessories; (b) Further processing, modification or alteration of the Product after shipping from Hardie; (c) Neglect, abuse, or misuse; (d) Repair or alteration inconsistent with Hardie instructions; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure; (g) Damage resulting from water infiltration; (h) Exceeding the maximum designed wind loads; (i) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena (including, but not limited to, unusual climate conditions); (j) Efflorescence, peeling or performance of any third party paints, stains and/ or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (I) Lack of proper maintenance; and/or (m) Any cause other than material or manufacturing defects attributable to Hardie.

6. LIMITATION OF WARRANTY. THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. NO WAIVER. Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

9. ENTIRE AGREEMENT. This Limited Warranty contains and represents the only warranty extended by Hardie for the Product. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

10. MODIFICATION OR DISCONTINUATION OF PRODUCT. Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, Hardie will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

11. HOW TO OBTAIN LIMITED WARRANTY SERVICE.

For warranty services, call 866-375-8603 or write Warranty Department, James Hardie Building Products, Inc., 10901 Elm Avenue, Fontana, California 92337.

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner Palmetto Pointe HOA

Installation Address Palmetto Pointe (All units except 1657,1659,1630,1632, clubhouse)

Name of Installing Contractor Kennedy Richter Construction

Date Installed 7.24.20 Contractor Phone Number 843-207-4849





Hardie Trim® FT 10

Includes HardieTrim® HZ10® Boards, HardieTrim® HZ10® Crown Mouldings and HardieTrim® HZ10® Mouldings

Effective July 2020



1. LIMITED WARRANTY. James Hardie Building Products, Inc ("Hardie") warrants, for a period of fifteen (15) years (the "Limited Warranty Period") that when manufactured, the Hardie Fiber-Cement HardieTrim HZ10 boards ("Fibercement") comply with ASTM C1186, and such purchased Fibercement product and HardieTrim HZ10 Moulding (collectively, the "Product"), will resist damage caused by hail or termite attacks, and is free from defects in material and workmanship. This Limited Warranty extends only to (i) the first retail purchaser of the Product and the first transferee; or (ii) the first owner of the structure to which the Product is applied and the first transferee (each a "Covered Person"), where the product is installed in an approved HZ10 product zone defined in Section 2.

2. LIMITED WARRANTY COVERAGE AREA. Approved HZ10 product zone shall mean Puerto Rico, and within the United States, the states of AL, AR, FL, GA, HI, LA, MS, OK, TX, SC, as well as limited areas of AZ, CA, KY, NC, NM, NV, OR, TN, VA and WA. For a list of covered ZIP codes in the states of AZ, CA, KY, NC, NM, NV, OR, TN, VA and WA, please consult www.hardiezone.com or call 1-866-9-HARDIE.

3. WHAT WE WILL DO. If during the Limited Warranty Period, the Product is defective in material or workmanship, Hardie will, in its sole discretion, either repair or replace the defective portion of the Product, or, during the first (1st) through the fifteenth (15th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 15th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to Hardie's reasonable satisfaction, the cost shall be determined by Hardie in its sole and reasonable discretion. Hardie's repair or replacement of the defective portion of the Product or reimbursement pursuant to Section 3 of this Limited Warranty is the exclusive remedy for the Covered Person for any warranty claim under Section 1. Hardie will not reimburse or pay any costs in connection with labor or accessory materials.

4. WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

- a) A Covered Person must provide written notice to Hardie within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty. The notice must describe the location and details of the claimed defect and any additional information necessary for Hardie to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Hardie that such claimant is a Covered Person as defined in Section 1 above.
- b) The Product must be installed according to Hardie's printed installation instructions and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
- c) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow Hardie or Hardie's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from Hardie may void the warranty.

5. WHAT IS NOT COVERED. This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty) set forth in Section 4 of this Limited Warranty) and/or improper installation of studs or other accessories; (b) Further processing, modification or alteration of the Product



Homeowner Care and Maintenance Tips

PATCHING

Fill dents, chips and cracks using a good quality cement patching compound (acrylic mortar patch), which can be found at your local Home Center or Hardware Store.

PRODUCT REPLACEMENT

Replace siding and trim products in accordance with James Hardie's written installation instructions.

CAULK REPLACEMENT

When caulk is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results, use a latex caulk that complies with ASTM C834 or better. Caulking should be applied in accordance with the caulking manufacturer's written application instructions.

PAINT MAINTENANCE

Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly prepared for paint. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

Call 1-800-9-HARDIE or visit www.HardieInstallation.com to obtain written installation requirements or for more detailed technical information.

after shipping from Hardie; (c) Neglect, abuse, or misuse; (d) Repair or alteration inconsistent with Hardie instructions: (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure; (g) Damage resulting from water infiltration; (h) Exceeding the maximum designed wind loads; (i) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) Efflorescence, peeling or performance of any third party paints, stains and/ or coatings: (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (I) Lack of proper maintenance; and/or (m) Any cause other than material or manufacturing defects attributable to Hardie.

6. LIMITATION OF WARRANTY. THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation

may not apply to you.

8. NO WAIVER. Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

9. ENTIRE AGREEMENT. This Limited Warranty contains and represents the only warranty extended by Hardie for the Product. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

10. MODIFICATION OR DISCONTINUATION OF PRODUCT. Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, Hardie will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

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For warranty services, call 866-375-8603 or write Warranty Department, James Hardie Building Products, Inc., 10901 Elm Avenue, Fontana, California 92337.

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner Palmetto Pointe HOA

| Installation Address | Palmetto Pointe (All units except 1657,1659,1630,1632, clubhouse)

Name of Installing Contractor **Kennedy Richter Construction**

Date Installed 7.24.20 Contractor Phone Number 843-207-4849



CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

Roofing Plants and Regional Sales Office

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl siding, composite decking and railing, fiber glass insulation and vinyl fence products. The company is headquartered in Malvern, Pennsylvania, and employs more than 7,000 employees at approximately 60 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed"," CertainTeed remains one of the most trusted names in the industry. More information is available at www.certainteed.com.

This document is also available in Spanish and French. Call 1-800-782-8777 or go to www.certainteed.com.

Se puede obtener este documento en español. Favor de llamar 1-800-782-8777. Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.



CertainTeed

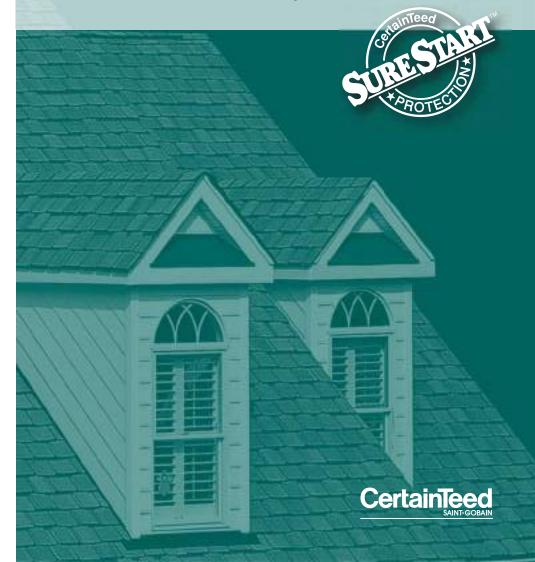
ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE • GYPSUM • CEILINGS • INSULATION 20 Moores Road Malvern. PA 19355

Professional: 800-233-8990 Consumer: 800-782-8777 certainteed.com

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ASPHALT SHINGLE PRODUCTS

2020 Limited Warranty



Congratulations... and thank you for your recent purchase of one of the fine products from CertainTeed Roofing. Since 1904, CertainTeed has been producing quality roofing products that provide long-lasting beauty and protection for homes of every size, style and age. For over 100 years, the basis for our name, "Quality made certain, satisfaction guaranteed," has been our ongoing philosophy.

Your CertainTeed roofing warranty fully explains how CertainTeed supports its products with the strongest warranty protection available. It is important that you read the warranty section of this brochure. The warranty lists the specific CertainTeed asphalt shingle products that are covered and the period of time for which they are covered. Take the time to understand how CertainTeed protects your purchase by standing behind our products.

Limited. Prorated and Transferable Warranty

This warranty covers asphalt shingle products listed in Table 1, sold only in the United States of America, its territories and Canada.

What and Who Are Covered and for How Long

From the date of installation, CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper use, its shingles will be free from manufacturing defects for the warranty period specified in Table 1. CertainTeed will pay to repair, replace or clean, at its option, any shingles CertainTeed determines are defective under the terms of this Limited Warranty. In the event of repair, replacement or cleaning pursuant to the terms of this Limited Warranty, the warranty applicable to the original shingles shall apply to the repaired, replaced or cleaned shingles and will extend for the balance of the original warranty period.

Lifetime means for as long as the original individual property owner owns the property where the shingles are installed.

The Lifetime warranty period offered for certain shingles in Table 1 is only available to individual property owners. The warranty period for shingles installed on premises not used by individual property owners as their residence is limited as specified in Table 1, All property owners, who are not individual property owners, and all structures not used by individual property owners as their residence (e.g. corporations, governmental agencies, partnerships, religious organizations, schools, condominiums, property owner associations or cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual property owners) called "Other Ownership" are limited to either a 50-year or 40-year warranty period described in Table 1. In addition, for Other Ownership after the SureStart™ Protection period ends, this Limited Warranty covers only manufacturing defects that caused water penetration.

SureStart™ Protection

Because CertainTeed roofing products are manufactured to the highest quality standards, we confidently include the additional assurance of SureStart™ protection. SureStart provides the strongest non-prorated protection you can get in the vital early years of your new roof.

All of CertainTeed's shingle products are covered by SureStart protection. Under this warranty feature, CertainTeed, at no charge, will pay to repair or replace, at its option, any shingles CertainTeed determines are defective during the SureStart period. Note: Wind warranty and algae warranty are covered separately as described on page 5. The SureStart period begins on the date of application and terminates following the warranty period specified in Table 1. CertainTeed's maximum liability under SureStart is equal to the reasonable cost of comparable replacement shingles and labor as determined by CertainTeed to replace or repair the defective shingles. Roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty, except for certain products with Lifetime warranty periods specified in Table 1. for which CertainTeed's maximum liability also includes the cost of roof tear-off, metal work, flashing and disposal.

In instances in which CertainTeed, under the terms of this warranty, has agreed to pay the reasonable cost of labor required to repair or replace defective shingles, CertainTeed will determine labor costs by Bluebook® or RS Means® data. CertainTeed will provide reimbursement for labor only upon receipt of a copy of the contractor's invoice or other written evidence of the completion of such work which CertainTeed, in its sole discretion, deems acceptable.

Costs associated with removal or replacement of overburden (items installed over the shingles, including but not limited to, solar panels, satellite dishes and gardens) are the sole responsibility of the property owner.

SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/120th of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

Beyond SureStart™ Protection

After the SureStart Protection period, if CertainTeed determines its shingles have a manufacturing defect, or for Other Ownership, if CertainTeed determines its shingles have a manufacturing defect that caused water penetration, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

TABLE 1

Algae Wind Resistant Reduction SureStart Warranty Warranty Warranty Figure Lifetime Products^A Miles Per Hour Per Month <u>Period</u> Period Period 1 Grand Manor® Presidential Shake® TL Presidential Solaris® Landmark® TL Presidential Shake® (& IR)2 Carriage House® Lifetime^A 10 Years 110^{††} 15 1/6003 Belmont® (& IR)2 Landmark® Premium Landmark Solaris®

| <u>Lifetime Products</u> ^B | Warranty <u>Period</u> | SureStart <u>Period</u> | Wind Warranty <u>Miles Per Hour</u> | Algae Resistant Warranty <u>Period</u> ¹ | Reduction Figure Per Month |
|---------------------------------------|---------------------------|----------------------------|---|--|----------------------------------|
| Landmark® IR2 | Lifetime ⁸ | 10 Years | 110# | 10 | 1/600* |
| Landmark® | Lifetime® | 10 Years | 110 [™] | 10 | 1/600* |
| | | | | Algae | |

| 20 -, 25 - and <u>30 - Year Products</u> | Warranty <u>Period</u> | SureStart <u>Period</u> | Wind Warranty <u>Miles Per Hour</u> | Resistant Warranty <u>Period</u> 1 | Reduction Figure Per Month |
|---|---------------------------|----------------------------|---|--|----------------------------------|
| Patriot | 30 Years | 8 Years | 110 | 10 | 1/360 |
| XT™30 IR ² | 30 Years | 5 Years | 70 | 10 | 1/360 |
| XT™25 ³ | 25 Years | 5 Years | 60 | 10 | 1/300 |
| CT™20 | 20 Years | 3 Years | 60 | | 1/240 |
| Any shingles applied to any | 10 years† | N/A | N/A | N/A | 1/120 |

inadequately ventilated roof deck

(see footnotes to Table 1 on the next page)

Landmark® PRO NorthGate®

Highland Slate®

FOOTNOTES TO TABLE 1.

- A. The Lifetime Warranty period is only available to individual property owners on premises used as their residence.

 The warranty period for Other Ownership for these shingles is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferes during the SureStart™ period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).
- B. The Lifetime Warranty period is only available to individual property owners on premises used as their residence.
 The warranty period for Other Ownership for these shingles is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).
- * For Lifetime products, at the completion of the 40th year the reduction figure will remain at 480/600, or 20% of the total maximum liability.
- † For details of warranty coverage for shingles installed on inadequately ventilated roof decks on both residential and commercial buildings, see provisions under "Inadequately Ventilated and Non-Ventilated Decks."
- †† Wind warranty upgrade These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:
 - 1. The CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
 - The CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles [Shadow Ridge*, Cedar Crest*, Shangle Ridge*, Mountain Ridge* and Landmark Solaris* (& IR)].
 - The CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart*, High-Performance Starter and Presidential* Starter).

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

¹Algae Resistant Warranty period applies only to the Algae Resistant (AR) version of the pertinent shingle.

²CertainTeed's Impact Resistant (IR) versions of Landmark*, Presidential Shake*, Belmont*, and XT™30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

³The wind warranty for XT[™]25 shingles installed in Alaska is 90 mph.

Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. After the Limited Warranty has been transferred once, it is no longer transferable. A bank foreclosure or a change of ownership on a deed is deemed a transfer under this Limited Warranty.

Transfers During the SureStart™ Period

If this Limited Warranty is transferred during the product's SureStart period, the warranty for the new owner is the same as it would have been for the original owner, except for certain products with Lifetime warranty periods where the duration of the transferred warranty will be 50 years or 40 years as specified in Table 1, measured from the beginning of the SureStart period (i.e. the date of installation), and the remaining period of SureStart protection will be available to the subsequent property owner.

Transfers After the SureStart Period

If this Limited Warranty is transferred by the original property owner/consumer after the SureStart period, the warranty following the transfer will be limited to two (2) years from the date of the transfer. The warranty obligation will be calculated as explained in the section titled "Beyond SureStart Protection."

Limitations

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage as a result of, including but not limited to:

- Winds, including gusts, greater than the Wind Warranty MPH in Table 1
- · Damage caused by lightning, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Damage caused by tornado, or hurricanes (other than as warranted under Wind Warranty MPH in Table 1).
- Distortion, cracking or other failure or movement of: the base material over which the shingles are applied, the roof deck, or the walls or foundation of the building itself.

3

 Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, aerials, signs or air-conditioning equipment) to the building after the original shingles have been applied.

- Shading, stains or discoloration to the shingles arising from outside sources such as, but not limited to, algae (unless blue-green algae as described in the section titled "Limited Algae Resistant Warranty"), fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- · Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's installation instructions published at the time of original installation.
- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- · Damage caused by impact, including such things as tools, equipment or foot traffic.
- · Vandalism or acts of war.
- · Animals, animal feces or insects.
- · Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Inadequately Ventilated and Non-Ventilated Decks

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. SureStart* Protection and the Warranty Period applicable to the shingle are available if CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.

Insulated Decks and Radiant Barriers

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiberglass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiberglass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

Ventilated Nail-Base Roof Insulation

Ventilated Nail-Base Roof Insulation products (e.g. FlintBoard* CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

Limited Algae-Resistant Warranty

Blue-green algae or gloeocapsa magma, (which has a black/brown appearance and is commonly but incorrectly called "fungus"), can create unsightly streaking on shingles. CertainTeed warrants that the Algae-Resistant (AR) versions of the products in Table 1 will remain free from blue-green algae growth (but not mold or mildew growth) which adversely affects the overall appearance of said shingles for a period of ten (10) or fifteen (15) years, as noted in Table 1.

If during the Algae-Resistant Warranty Period specified in Table 1, the overall appearance of the Algae-Resistant shingles is adversely affected by blue-green algae, CertainTeed will pay the reasonable cost to replace or clean at its option, any affected shingles. In the event of replacement or cleaning, for the remainder of the Algae-Resistant Warranty Period, CertainTeed's maximum contribution towards subsequent replacement or cleaning will be calculated using the Algae-Resistant Warranty Period specified in Table 1, less a prorated adjustment that reflects the number of months that have elapsed from the start of the Algae-Resistant Warranty Period to the date of reoccurrence.

WARNING: FOR LOW-VOLUME RAIN AND SALT FOG AREAS

In areas of low-volume rain (e.g. areas that receive insignificant rainfall during a 90-day period) and/or "salt fog" (e.g. parts of the Southern California coastline), copper released by algae-resistant (AR) granules or shingles can react with aluminum in gutters and cause severe corrosion of the gutters. In such regions, CertainTeed strongly recommends that vinyl or copper gutters, not aluminum gutters, be used with algae-resistant shingles. CertainTeed disclaims all liability and responsibility for any damages that may result from the use of its algae-resistant shingle products with copper granules where gutters containing aluminum are used.

Limited Wind Warranty

CertainTeed warrants its shingles will resist blow-off damage due to wind velocities, including gusts, up to the maximum wind velocity per the Wind Warranty MPH specified in Table 1 during the first fifteen (15) years of the warranty for Lifetime products and during the first ten (10) years for Patriot shingles and during the first five (5) years for all other products listed in Table 1. CertainTeed's obligations and liability for shingle blow-off damage during the wind warranty periods as specified above are limited as follows:

- If shingles or hip/ridge accessories blow off because the self-sealing asphalt strips did not activate, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles.
- If shingles or hip/ridge accessories blow off before the self-sealing asphalt strips could have reasonably activated due to installation in cold weather, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles. CertainTeed will not be responsible for or reimburse labor costs, roof tear-off, metal work, flashing and disposal expenses, or any other costs pertaining to removal or replacement of damaged shingles. Any costs in excess of CertainTeed's material contribution are the property owner's responsibility (and may be covered by owner's insurance).
- CertainTeed shall have no liability for any shingles not fastened in accordance with CertainTeed installation instructions published at the time of original installation.
- CertainTeed shall have no liability for any damage to persons or property caused by blown off shingles.
- CertainTeed's maximum liability during the Limited Wind Warranty period is the reasonable cost
 of hand sealing all of the shingles on the roof.

Flintlastic® SA (Self-Adhering) System

For low slope residential roofing projects less than 2000 square feet (20 squares), CertainTeed offers a roof membrane limited warranty as follows: A 10-year warranty duration on a single ply of Flintlastic SA Cap sheet over a primed plywood roof deck or a 12-year warranty duration for a two-ply system consisting of a Flintlastic SA NailBase and a Flintlastic SA Cap sheet, provided the Flintlastic products were applied in accordance with CertainTeed's current installation instructions published at the time of installation.

CertainTeed warrants the roof membrane, subject to the following terms, conditions, limitations, and exclusions, for the duration specified above from the date of completion of the roof membrane installation. If during the duration of this Limited Warranty, a manufacturing defect in the roof membrane causes a leak, CertainTeed or its designated roofing contractor will,

at CertainTeed's sole discretion, repair or replace the roof membrane materials only as necessary to restore it to a watertight condition.

Only manufacturing defects in the roof membrane that cause leaks are covered by this Limited Warranty. CertainTeed's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CertainTeed membrane materials only. After the first year, CertainTeed's maximum liability is the original cost of the CertainTeed materials used on the roof reduced by 8.3% for 12-year warranty and 10% for 10-year warranty during each subsequent year, less any costs previously incurred by CertainTeed for repair or replacements.

Roof components which are not part of the roof membrane and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates. In no event, however, will CertainTeed be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CertainTeed roof membrane is applied.

What the Customer Must Do

If you believe your shingles have a manufacturing defect, you must notify CertainTeed within 30 days of discovery and provide proof of property ownership and the date of shingle purchase and application. Without original or sufficient proof of purchase CertainTeed reserves the right to use the shingle manufacturing date for claim calculation. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to submit a shingle sample to CertainTeed for analysis and/or permit a CertainTeed representative to make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed will evaluate each properly reported claim and will repair, replace, clean or reimburse the property owner for the shingles it determines are defective, in accordance with the terms of this Limited Warranty within a reasonable amount of time. For more details about submitting a warranty claim, visit www. ctroof.com or call (800) 345-1145.

Please send all notifications and correspondence to: CertainTeed LLC, 1508 Delp Drive, Harleysville, PA 19438.

Attn: CertainTeed Roofing Technical Services Department. Telephone number: 800-345-1145.

Warranty Registration (not required)

You may register your product warranty on CertainTeed's website:

www.certainteed.com/warrantyreg. Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: CertainTeed LLC, 20 Moores Road, Malvern, PA 19355, Attn: CertainTeed Roofing Technical Services Department.

CertainTeed will register your information and mail you a confirmation number. Failure to register this warranty does NOT void the warranty or any of its terms.

For Your Records

Product Purchased: Landmark Shingles

Roofing Contractor: Mora Tesoyo Bartolo

Contractor's Telephone No. 843-514-7410

This warranty applies to shingles installed during the calendar year of 2020.

(The warranty in effect at the time the material is originally installed is the applicable warranty.)

Exclusive Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.



Lifetime Limited Warranty

This Limited Warranty is issued by The Sherwin-Williams Company only to those purchasers who purchase this coating and apply it to a Home. If this coating peels or blisters during the Lifetime of the purchaser (as defined below), Sherwin-Williams shall, upon presentation of proof of purchase to the store where the coating was purchased, supply replacement coatings to the purchaser in a quantity that is sufficient to repair the peeling or blistering or refund the original purchase price. For the purpose of this Limited Warranty: "Home" shall mean a single family residential dwelling; and "Lifetime" shall mean one of the following: (i) if you purchase the coating yourself and apply it yourself to a Home which you own, Lifetime shall mean the period beginning on the date that you purchased the coating and continuing as long as you own such Home; or (ii) if you purchase the coating yourself and apply it yourself to a Home which is owned by someone other than you ("Third Party"), Lifetime shall mean the period commencing on the date that you purchased the coating and continuing so long as such Third Party owns such Home. This Limited Warranty shall not apply to any defect or damage resulting from improper surface preparation, structural defects, failure of a previous paint or improper application of the coating, as described in the directions on the label of this container. This Limited Warranty may not be transferred or assigned.

SHERWIN-WILLIAMS' ENTIRE LIABILITY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS FOR THE COATING WHICH PEELS OR BLISTERS OR THE REFUND OF THE ORIGINAL PURCHASE PRICE. THIS WARRANTY EXCLUDES (1) LABOR AND COSTS ASSOCIATED WITH LABOR FOR THE APPLICATION OR REMOVAL OF ANY PRODUCT, AND (2) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State.



Warranty

Henry Standard Product Warranty Information

We, the manufacturer, warrant only that this product is free of defects, since many factors which affect the results obtained from this product – such as weather, workmanship, equipment utilized, and prior condition of the substrate – are all beyond our control. We will replace at no charge any product proved to have a material defect within 12-months of purchase, provided it has been applied in accordance with our written directions for uses we recommend as suitable for this product. Proof of purchase must be provided.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ONE, INCLUDING THE MANUFACTURER, SHALL HAVE ANY LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT, INCLUDING FOR NEGLIGENCE OR FOR DIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, RESULTING FROM ANY MISUSE, DEFECTS OR DELAYS CAUSED BY REPLACEMENT OR OTHERWISE. IF PURCHASER DOES NOT ACCEPT THESE TERMS, PURCHASER MAY RETURN WITHIN 30-DAYS OF PURCHASE ALL UNOPENED CONTAINERS OR PACKAGES OF PRODUCT PURCHASED FOR A FULL REFUND. RETENTION OF PRODUCT BEYOND 30-DAYS, OR USE OF PRODUCT SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS, CONDITIONS, AND DISCLAIMERS. THIS LIMITED WARRANTY AND LIABILITY DISCLAIMER PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY FOR ANYTHING RELATING TO THE PRODUCT.

To the extent that any part of this LIMITED PRODUCT WARRANTY AND LIABILITY DISCLAIMER is determined unenforceable under the law of the place of purchase of the product, that part is severed and the remainder of these terms remain in full force and effect. To the extent permitted by law, the duration of any implied warranties is limited to the duration of Henry's express warranty.

This warranty language supersedes any language including product labels, sell sheets and/or technical documents.

For additional information on Henry's warranty programs, including Henry's standard product warranty, visit https://us.henry.com/warranty



Building Envelope Systems®
Wall & Window | Roof | Foundation

Ask us today about other Henry® solutions that help manage the flow of water, air, vapor and energy.

Section 5

KRC Final Pay Application and Release of Liens

CONTRACTOR

| | MENT | | | |
|---|---|-------------|-----------------------------|---|
| TO: OWNER Palmetto Points HCA Represented by the Board of Directors 1603 Pess Island Rd Charleston, 3G 29412 | Project: | Palmetto | Pointe | on Peas Islan |
| FROM: GENERAL CONTRACTOR Kennedy Richter Construction, LLC 2157 Rich St. North Charleston, SC 29405 | | 100 | | |
| | Application # | 10 | | |
| CONTRACTOR'S APPLICATION FOR PAYMENT (Appl | Period From: | 7.13.2020 - | 831.20 | 020 |
| Connection with the Contract. Continuation Sheet is attail. CRIGINAL BUDGET Not change by Change Orders BUDGET TO DATE (Line 1 + 2) TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet) RETAINAGE: 8 5 % of Completed & Stored to Date Wo | ork (Column) on Conti | | \$ \$ | 4,467,088.92 -\$117,478.47 4,349,610,45 4,349,810,48 |
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to be paid after approval of our request, the undersigned n rights to, or claim of tion with respect to and on the services, materials, fixtures, apparatus or machinery e undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Further, the undersigned Subcontractor/Supplier certifies that to the best of the Subcontractor/Supplier's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor/Supplier for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that ourself payment shown harmin is now due. THER CRAME

Date: _09/01/2020

State of SC

County of: Charleston

Notary Public My commission go

Application for Payment Completed By:

(Person to be contacted in the event there is a question regarding the application)

Owner's Apparen prior of on-site intervisions and the office comprising the application, that Application for Psyment has been approved.

Page 75 of 285

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may

apply.

APPLICATION No. #10

PERIOD TO: 7.13.2020 - 8.31.2020

Project No. 19-126

| NO. VALUE FROM THIS PERIOD PRESENTLY COMPLETED (G ÷ C) TO FINISH (IF VARIA | A | В | С | | D E | | F G | | н і | |
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| Description | | | | | | D OR E) | , , | | | |
| 19-200. | 01-150L | Project Manager | , | , , | | | | | . , | |
| Display Profit Dummer S \$1,000 S 17,250 S 2,655 S 19,800 9,67% S 1,130 O | 01-190L | Superintendent | | | \$ 11,250.00 | | | | | |
| 15-15-15-15-15-15-15-15-15-15-15-15-15-1 | 01-200L | Assistant Superintendent | | | | | | | | |
| 1.000 1.00 | 01-270L | Project Administrator | 1 | | \$ 2,625.00 | | | | | |
| 1-15938 Pied Ciffice Fujurienes \$ 8.250.00 \$ 113.06 \$ 1.03.06 \$ 1. | 01-505M | Printing Expense | | · | | | | | | |
| Display Stronger Centamers \$ 3,860.00 \$ 1,954.75 \$ 2,025.00 \$ 3,959.00 \$ | 01-525M | Building Permit / Fees | 1 | | | | | | | |
| Display Content Process Proc | 01-605M | Field Office Equipment / Supplies | | | | | | | | |
| 19-12-12-12-12-12-12-12-12-12-12-12-12-12- | 01-630M | Storage Containers | | | | | | | | |
| | 01-635M | Small Tools / Maintenance | | | | | | | | |
| | 01-642M | Temporary Toilets / Holding Tank | | , ,,,,,,,, | | | | | | |
| 1,555.00 Past For Enginemen \$ 1,600.00 \$ 1,202.67 \$ 1,155 \$ 1,242.00 73.99 \$ 1,055.06 | 01-644M | Water and Ice | , | · | | | • | | · | |
| 1.77-10h Chelor and RooP Protection (Materials) \$ 10,000 0 \$ 7,284.00 \$ 609.30 \$ 8 8,444.32 44.396 \$ 10,005.66 \$ 1,722.34 \$ 54.00 0 \$ 2,216.16 \$ 2,216.16 \$ | 01-650M | Rentals / Third Party | | | | | | | . , | |
| Safety Equipment S | 01-655M | Fuel For Equipment | , | | | | | | | |
| 0.1-950M Construction Waste Management S | 01-716M | Exterior and Roof Protection (Materials) | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | \$ 609.39 | | | | , | 1 |
| Faming Repairs (Materials) \$ \$0,000.00 \$ \$2,770.64 \$ \$ \$3,046.52 \$ \$ \$2,519.16 \$ \$16.45 \$ \$2,418.04 \$ \$06-1005 Faming Repairs (Labor) \$ \$100,000.00 \$ \$77,702.95 \$ 7,066.67 \$ \$64,769.60 84,774 \$ \$15,203.40 \$ \$06-145M \$06-14 | 01-725M | Safety Equipment | | | | | | | | |
| Control Cont | 01-780M | Construction Waste Management | | L | | | | | | 1 |
| Dec. Column Wrap (Materials) S 35,297 00 S 27,325.57 T 74,295 S 7,797.45 C 54,495.05 | 06-100M | Framing Repairs (Materials) | | | | | | | | |
| 66-145S Deck Column Wrap (Labor) S 100.485.00 S 97.995.40 S 97.995.40 S 2.489.60 | 06-100S | Framing Repairs (Labor) | \$ 100,000.00 | L | \$ 7,066.67 | | | | | |
| Col-440M Interior Window Trim (Materials) | 06-145M | Deck Column Wrap (Materials) | | | | | , , , , , , , | | | |
| Deck Interior Window Trim (Labor) \$ 33,825.00 \$ 50,977.20 \$ 400.00 \$ 51,377.20 151.89% \$ (17,552.20) | 06-145S | Deck Column Wrap (Labor) | \$ 100,485.00 | \$ 97,995.40 | | | \$ 97,995.40 | | | ı |
| 07-100K Blueskin and Sealant Materials \$ 160,000.00 \$ 143,284.70 \$ 143,284.70 \$ 89,55% \$ 16,715.30 | 06-440M | Interior Window Trim (Materials) | \$ 22,550.00 | \$ 20,469.90 | \$ 181.33 | | \$ 20,651.23 | 91.58% | \$ 1,898.77 | |
| 107-1006 | 06-440S | Interior Window Trim (Labor) | | | \$ 400.00 | | | | . , | |
| 07-400K Gutters and Downspouts - Allowance \$ 40,000.00 \$ 6,374.94 \$ 1,162.28 \$ 7,537.22 18.84% \$ 32,462.78 | 07-100M | Blueskin and Sealant Materials | \$ 160,000.00 | \$ 143,284.70 | | | \$ 143,284.70 | 89.55% | \$ 16,715.30 | ı |
| 07-460K | 07-310S | Shingle Roofing | | | | | | 101.69% | . , | ı |
| 07-4006 DemoWaterproofing/Flashings/Siding/Access/Protection (Labor) \$ 900,000.00 \$ 918,183.25 \$ 2,275.00 \$ 920,458.25 102.27% \$ (20,458.25) | 07-400S | Gutters and Downspouts - Allowance | I . | L | | | | | | |
| 17-4706 Soffit Repairs (Materials) \$ 4,000.00 \$ 35,901.71 \$ \$ 35,901.71 \$ 89.75% \$ 4,098.29 \$ 17-470S Soffit Repairs (Labor) \$ 120,000.00 \$ 140,978.98 \$ 280.00 \$ 141,258.98 117.72% \$ 21,258.98 \$ 17-700S \$ 17-700M Deck Waterproofing (Materials) \$ 20,000.00 \$ 17,726.66 \$ 33,748.69 \$ 22,999 \$ (18,748.69) \$ 17-700M Deck Waterproofing (Materials) \$ 20,000.00 \$ 17,726.66 \$ 364.52 \$ 20,913.81 10.46% \$ 17,908.62 \$ | 07-460M | Hardie Siding/Trim and Fasteners (Materials) | | | | | | | | |
| 17-7016 | 07-460S | Demo/Waterproofing/Flashings/Siding/Access/Protection (Labor) | | | \$ 2,275.00 | | | | . , | |
| 07-600S Alum Header Repairs (ALLOWANCE) \$ 15,000.00 \$ 33,748.69 \$ \$ 33,748.69 \$ 224.99% \$ (18,748.69) \$ 07-700M Deck Waterproofing (Materials) \$ 20,000.00 \$ 1,726.86 \$ 364.52 \$ 2,091.38 10.46% \$ 17,908.62 \$ 07-700S Deck Waterproofing (Labor) \$ 60,000.00 \$ 77,260.16 \$ 1,085.00 \$ 78,345.16 130.58% \$ (18,345.16) \$ 07-840M Attic Repairs (Materials) \$ 5,000.00 \$ 1,295.42 \$ 1,295.42 \$ 25.91% \$ 3,704.58 \$ 07-840S Attic Repairs (Labor) \$ 25,000.00 \$ 25,819.97 \$ 52,000.00 \$ 25,819.97 \$ 52,819.97 \$ 103.28% \$ (819.97) \$ 07-900M Joinst Sealants (Materials) \$ 10,000.00 \$ 1,000.00 \$ 27,428.64 \$ 592.04 \$ 328,020.68 108.71% \$ (26,290.68) \$ 08-500M Windows (Materials) \$ 301,730.00 \$ 327,428.64 \$ 592.04 \$ 328,020.68 108.71% \$ (26,290.68) \$ 08-500S Windows R&R (Labor) \$ 157,850.00 \$ 161,240.82 \$ 157,850.00 \$ 161,240.82 \$ 157,850.00 \$ 260,961.65 \$ 4,924.21 \$ 265,885.86 94.96% \$ 14,114.14 \$ 10-900M Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Materials) \$ 35,315.00 \$ 31,479.93 \$ 4,924.21 \$ 265,885.86 94.96% \$ 14,114.14 \$ 10-900M Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Labor) \$ 51,520.00 \$ 54,804.82 \$ 202.74 \$ 55,007.56 106.77% \$ (3,487.56) \$ 22-100M Plumbing - Allowance \$ 51,000.00 \$ 956.66 \$ 19.13% \$ 4,043.34 \$ 26.100S \$ 161,000.00 \$ 3,000 | 07-470M | Soffit Repairs (Materials) | | | | | | | , , , , , , , | |
| Deck Waterproofing (Materials) \$ 20,000.00 \$ 1,726.86 \$ 364.52 \$ 2,091.38 10.46% \$ 17,908.62 \$ 1,7 | 07-470S | Soffit Repairs (Labor) | | | \$ 280.00 | | | | . , | |
| Deck Waterproofing (Labor) S 60,000.0 \$ 77,260.16 \$ 1,085.00 \$ 78,345.16 130.58% \$ (18,345.16 07-840M Attic Repairs (Materials) \$ 5,000.00 \$ 1,295.42 \$ \$ 1,295.42 25.91% \$ 3,704.58 07-840S Attic Repairs (Labor) \$ 25,000.00 \$ 25,819.97 \$ 25,819.97 103.28% \$ (819.97) 07-900M Joinst Sealants (Materials) \$ 10,000.00 \$ - | 07-600S | Alum Header Repairs (ALLOWANCE) | , ,,,,,,, | | | | | | ` ' | |
| 1.295.42 1.295.42 2.5.91% \$ 3,704.58 | 07-700M | Deck Waterproofing (Materials) | | | | | | | | |
| Attic Repairs (Labor) \$ 25,000.00 \$ 25,819.97 \$ 25,819.97 103.28% \$ (819.97) | 07-700S | Deck Waterproofing (Labor) | | | \$ 1,085.00 | | | | ` ' | |
| 07-900M | 07-840M | Attic Repairs (Materials) | | | | | | | | |
| Section Windows (Materials) Section Se | 07-840S | Attic Repairs (Labor) | | | | | | | | |
| D8-500S Windows R&R (Labor) \$ 157,850.00 \$ 161,240.82 \$ 141,141.44 \$ 169,000 \$ 161,240.82 \$ 161,2 | 07-900M | Joinst Sealants (Materials) | | | | | | | | |
| De-900S Exterior Painting (Excludes Garage) \$ 280,000.00 \$ 260,961.65 \$ 4,924.21 \$ 265,885.86 94,96% \$ 14,114.14 10-900M Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Materials) \$ 35,315.00 \$ 31,479.93 \$ 31,479.93 \$ 99.14% \$ 3,835.07 10-900S Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Labor) \$ 51,520.00 \$ 54,804.82 \$ 202.74 \$ 55,007.56 106.77% \$ (3,487.56) 22-100M Plumbing - Allowance \$ 2,500.00 \$ 146.54 \$ 146.54 \$ 146.54 \$ 58.6% \$ 2,353.46 23-100S HVAC Vent Allowance \$ 5,000.00 \$ 956.66 \$ 956.66 \$ 956.66 \$ 96.66 \$ 96.66 26-100S Electrical - Allowance \$ 10,000.00 \$ 2,961.98 \$ 440.00 \$ 3,401.98 34.02% \$ 6,598.02 MARKUP 16% Fee per Contract \$ 616,149.92 \$ 584,092.45 \$ 15,853.82 \$ 599,946.27 97.37% \$ 16,203.65 | 08-500M | Windows (Materials) | | | \$ 592.04 | | | | . , , | |
| 10-900M Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Materials) \$ 35,315.00 \$ 31,479.93 \$ 31,479.93 \$ 31,479.93 \$ 99.14% \$ 3,835.07 10-900S Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Labor) \$ 51,520.00 \$ 54,804.82 \$ 202.74 \$ 55,007.56 106.77% \$ (3,487.56) 22-100M Plumbing - Allowance \$ 2,500.00 \$ 146.54 \$ 146.54 \$ 58.6% \$ 2,353.46 23-100S HVAC Vent Allowance \$ 5,000.00 \$ 956.66 \$ 956.66 \$ 956.66 \$ 19.13% \$ 4,043.34 26-100S Electrical - Allowance \$ 10,000.00 \$ 2,961.98 \$ 440.00 \$ 3,401.98 34.02% \$ 6,598.02 MARKUP 16% Fee per Contract \$ 616,149.92 \$ 584,092.45 \$ 15,853.82 \$ 599,946.27 97.37% \$ 16,203.65 | 08-500S | Windows R&R (Labor) | | | | | | | . , | |
| 10-9005 Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Labor) \$ 51,520.00 \$ 54,804.82 \$ 202.74 \$ 55,007.56 106.77% \$ (3,487.56) \$ 22-100M Plumbing - Allowance \$ 2,500.00 \$ 146.54 \$ 146.54 \$ 58.66 \$ 2,353.46 \$ 23-100S HVAC Vent Allowance \$ 5,000.00 \$ 956.66 \$ | 09-900S | Exterior Painting (Excludes Garage) | | | \$ 4,924.21 | | | | | |
| 22-100M Plumbing - Allowance \$ 2,500.00 \$ 146.54 \$ 146.54 \$ 5.86% \$ 2,353.46 | 10-900M | Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Materials) | | | | | | | | |
| 23-100S HVAC Vent Allowance \$ 5,000.0 \$ 956.66 \$ 956.66 19.13% \$ 4,043.34 | 10-900S | Railing R&R Brackets, Replace Rear Wood w/ Vinyl (Labor) | | | \$ 202.74 | | | | | |
| 26-100S Electrical - Allowance \$ 10,000.00 \$ 2,961.98 \$ 440.00 \$ 3,401.98 34.02% \$ 6,598.02 MARKUP 16% Fee per Contract \$ 616,149.92 \$ 584,092.45 \$ 15,853.82 \$ 599,946.27 97.37% \$ 16,203.65 | 22-100M | Plumbing - Allowance | 1 | | | | | | | |
| MARKUP 16% Fee per Contract \$ 616,149.92 \$ 584,092.45 \$ 15,853.82 \$ 599,946.27 97.37% \$ 16,203.65 | 23-100S | HVAC Vent Allowance | | 1 ' | | | • | | | |
| minute love to be conduct. | 26-100S | Electrical - Allowance | | | | | | | | |
| PAGE TOTAL \$ 4,467,086.92 \$ 4,234,670.25 \$ 114,940.20 \$ - \$ 4,349,610.45 97.37% \$ 117,476.47 \$ | MARKUP | | | | | | | | | |
| | | PAGE TOTAL | \$ 4,467,086.92 | \$ 4,234,670.25 | \$ 114,940.20 | \$ - | \$ 4,349,610.45 | 97.37% | \$ 117,476.47 | \$ - |



FINAL RELEASE AND WAIVER OF LIENS AND CLAIMS

| OWNER: | Palmetto Pointe HOA |
|-------------|-----------------------------------|
| CONTRACTOR: | Kennedy Richter Construction, LLC |
| PROJECT: | Palmetto Pointe on Peas Island |
| | |

For and in consideration of final unpaid contract amount of $\$_114,940.20$ (including retainage), and effective upon receipt of the same, the undersigned hereby waives and releases all claims, demands, debts and causes of action at law, in equity, under contract, in tort or otherwise, that the undersigned has or may have against the Owner, the Contractor, the Contractor's Surety, or the Project, for labor, materials or services provided by the undersigned on the Project.

FURTHERMORE, the undersigned WAIVES, RELEASES AND DISCHARGES all liens, statutory or otherwise, whether on funds owed to any person or entity or on the property where the Project is located, all security interests, and all claims against any guarantees or bonds securing payment for labor, materials, supplies, equipment, services or other work provided by the undersigned on the Project. This Final Release and Waiver of Liens and Claims applies to any and all claims whatsoever for payment arising on the Project.

This Final Release and Waiver of Liens and Claims is given in consideration for and is conditional upon actual payment of the above-referenced amount, which shall be a full and complete satisfaction of any and all claims by the undersigned for its work on the Project.

This Final Release and Waiver of Liens and Claims protects and inures to the benefit of the Owner, Contractor, the Contractor's Surety and their respective shareholders, officers, directors, employees, guarantors, sureties, title insurers, lenders, successors and assigns.

This Final Release and Waiver of Liens and Claims is binding on the undersigned's successors, assigns, delegees, and those under contract with the undersigned. The undersigned certifies and testifies that all employees, laborers, suppliers and subcontractors employed by the undersigned and its subcontractors and suppliers in connection with the Project have been fully paid and that all bills and debts, including taxes, due on the above-referenced effective date for labor, services, materials, supplies, equipment or utilities furnished in connection with the Project have been fully paid, and that no obligations, legal, equitable or otherwise, are owed by the undersigned or its subcontractors or suppliers for work on the Project.

The undersigned agrees to indemnify and hold harmless the Owner, Contractor, and the Contractor's Surety from any and all liens, losses, damages or expenses, including reasonable attorneys' fees, incurred by the Owner, Contractor, or the Contractor's Surety by reason of any claim by any person that the undersigned or its subcontractors or suppliers have not paid debts incurred in connection with the Project.

The undersigned has fully reviewed the terms and conditions of this Final Release and Waiver of Liens and Claims, is fully informed with respect to its legal effect, and has voluntarily chosen to accept and execute it.

IN WITNESS WHEREOF, the undersigned, by its duly authorized agent, hereby executes this Final Release and Waiver of Liens and Claims as of the date above written.

| Signed and sealed this the | e <u>01</u> day of <u>September</u> | . | , <u>2020</u> | |
|---|-------------------------------------|--|---------------------------------------|------------------|
| | Subcontractor/Su | upplier: _Kennedy Richter | Construction | |
| | ву: Patric | Ck Richter (Signature) | (SEA | L) |
| | Name: _Patrick Ric | hter / COO | | |
| | _ | (Printed name) | (Title) | |
| STATE OF <u>SC</u> COUNTY OF <u>Charlest</u> | | | | THE CRAWLE |
| Subscribed and sw | vorn to before me this the _ | <u>J</u> day of <u>September</u> <u>J</u> ennifer Cra | $\frac{1}{1}$ w f or $\frac{2020}{1}$ | AUBLIC . |
| | | Notary Public | | THOUTH CAROLINIA |
| My commission expires: | 12/12/2022 | | | - allum |
| | STAMP/SEAL | | | |

Section 6 Copy of AIA Contract

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 10th day of September in the year 2019 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Palmetto Pointe HOA Represented by the Board of Directors 1603 Peas Island Rd. Charleston, SC 29412

and the Contractor:

(Name, legal status, address and other information)

Kennedy Richter Construction, LLC 2157 Rich Street North Charleston, SC 29405

for the following Project: (Name, location and detailed description)

Condo Repairs at Palmetto Pointe on Peas Island. Temporary repairs of 20 buildings roofs; Remove and replace asphalt shingles, flashing, and gutters; Complete firewall repairs for the building that houses unit 1601 and 1603; Additional scope will be added and defined at a later date

The Architect:

(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

THIS DOCUMENT IS SUBJECT TO ARBITRATION, PLEASE REVIEW THE DOCUMENT CAREFULLY

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

User Notes:

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be: *(Check one of the following boxes.)*

[] The date of this Agreement.

User Notes:

| | [] A date set forth in a notice to proceed issued by the Owner. |
|--|---|
| | [X] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.) |
| | September 9, 2019 |
| | If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. |
| | § 2.2 The Contract Time shall be measured from the date of commencement. |
| | § 2.3 Substantial Completion § 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: (Check the appropriate box and complete the necessary information.) |
| | [] Not later than () calendar days from the date of commencement of the Work. |
| | [X] By the following date: TBD |
| | § 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: |
| | Portion of Work Substantial Completion Date |
| | § 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if |
| | any, shall be assessed as set forth in Section 3.5. |
| | |
| | any, shall be assessed as set forth in Section 3.5. ARTICLE 3 CONTRACT SUM § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: |
| | any, shall be assessed as set forth in Section 3.5. ARTICLE 3 CONTRACT SUM § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.) |
| | any, shall be assessed as set forth in Section 3.5. ARTICLE 3 CONTRACT SUM § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.) [] Stipulated Sum, in accordance with Section 3.2 below |
| | any, shall be assessed as set forth in Section 3.5. ARTICLE 3 CONTRACT SUM § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.) [] Stipulated Sum, in accordance with Section 3.2 below [X] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with |
| | any, shall be assessed as set forth in Section 3.5. ARTICLE 3 CONTRACT SUM § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.) [] Stipulated Sum, in accordance with Section 3.2 below [X] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below |
| | any, shall be assessed as set forth in Section 3.5. ARTICLE 3 CONTRACT SUM § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.) [] Stipulated Sum, in accordance with Section 3.2 below [X] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below (Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.) |

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum: (*Identify each allowance*.)

Item Price

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

Fifteen percent (15%) plus One percent (1%) for insurance and business licenses

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price: (*Identify each allowance*.)

User Notes:

Item Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the tenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

5% retainage

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

5 %

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after receipt of Contractor's final Application for Payment. :

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

| [X] | Arbitration pursuant to Section 21.6 of this Agreement |
|--------------|--|
| [] | Litigation in a court of competent jurisdiction |
| [] | Other (Specify) |

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104TM_2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203[™]_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

| Docume | nt Title | Date | Pages |
|--|----------|---|-------|
| § 6.1.4 The Specific (Either list the Sp | | o an exhibit attached to this Agreement.) | |
| N/A | | | |
| Section | Title | Date | Pages |

§ 6.1.5 The Drawings:

User Notes:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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| | N/A | | | | | |
|---|----------------------|--------------|---|--|---|---------------------|
| | Nun | nber | | Title | Date | |
| | § 6.1.6 The A | Addenda, | if any: | | | |
| | Nur | nber | | Date | Pages | |
| | | | | proposal requirements are erated in this Article 6. | e not part of the Contract Do | ocuments unless the |
| | § 6.1.7 Addit .1 | Other I | uments, if any, forming Exhibits: all boxes that apply.) | ng part of the Contract Do | ocuments: | |
| | | [X] | Exhibit A, Determin | nation of the Cost of the | Work. | |
| | | [] | | 04 TM –2017, Sustainable P he E204-2017 incorporat | Projects Exhibit, dated as inceed into this Agreement.) | dicated below: |
| 1 | | | N/A | | | |
| | | [] | The Sustainability I | Plan: | | |
| | | Title | | Date | Pages | |
| | | [] | Supplementary and | other Conditions of the C | Contract: | |
| | | Docum | ent | Title | Date | Pages |
| | .2 | | locuments, if any, listere any additional doc | | to form part of the Contrac | ct Documents.) |

ARTICLE 7 GENERAL PROVISIONS § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

User Notes:

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be

construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

(Paragraphs deleted)

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

User Notes:

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 9.9 Submittals

User Notes:

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and

field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Owner will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(Paragraphs deleted)

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor, , or by written Construction Change Directive signed by the Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction

User Notes:

Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Contractorwill prepare a Change Order.

§ 13.3 The Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION § 15.1 Schedule of Values

(Paragraphs deleted)

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and

User Notes:

- a list of any contingency amounts included in the Control Estimate for further development of design and construction.
- § 15.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.
- § 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.
- § 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

- § 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner requires; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.
- § 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.
- § 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

(Paragraphs deleted)

§ 15.5 Progress Payments

- § 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.
- § 15.5.2 Neither the Owner nor Owner shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.
- § 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

- § 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- § 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
 - .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

- § 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and Two Million Dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including
 - damages because of bodily injury, sickness or disease, including occupational sickness or disease, and .1 death of any person;
 - .2 personal and advertising injury;
 - damages because of physical damage to or destruction of tangible property, including the loss of use of .3
 - .4 bodily injury or property damage arising out of completed operations; and
 - .5 the Contractor's indemnity obligations under Section 9.15.
- § 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 17.1.5 Workers' Compensation at statutory limits.
- § 17.1.6 Employers' Liability with policy limits not less than One-Million Dollars (\$ 1,000,000) each accident, One-Million Dollars (\$ 1,000,000) each employee, and One-Million Dollars (\$ 1,000,000) policy limit.

(Paragraphs deleted)

- § 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.
- § 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.
- § 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, , and the Owner's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.
- § 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of

User Notes:

notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

Umbrella Liability Insurance

Ten-Million Dollars (\$10,000,000)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other;; and (2) Separate Contractors, if any, and any of their

User Notes:

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subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

- § 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.
- § 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Patrick Richter 2157 Rich Street North Charleston, SC 29405 patrick@kennedyrichter.com

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

User Notes:

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Owner, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

Seventy-Five Thousand Dollars (\$75,000)

ARTICLE 21 CLAIMS AND DISPUTES

(Paragraph deleted)

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

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§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

- § 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.
- § 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.
- § 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

User Notes:

damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

| OWNER (Signature) | CONTRACTOR (Signature) |
|-------------------------------|--------------------------|
| Len Lundquist Board President | Paul Kennedy CEO |
| (Printed name and title) | (Printed name and title) |

Additions and Deletions Report for

 AIA° Document $A104^{\text{TM}} - 2017$

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:05:37 ET on 09/10/2019.

PAGE 1

AGREEMENT made as of the 10th day of September in the year 2019

. . .

Palmetto Pointe HOA
Represented by the Board of Directors
1603 Peas Island Rd.
Charleston, SC 29412

Kennedy Richter Construction, LLC 2157 Rich Street
North Charleston, SC 29405

٠.,

(Name, location and detailed description)

Condo Repairs at Palmetto Pointe on Peas Island.

Temporary repairs of 20 buildings roofs;

Remove and replace asphalt shingles, flashing, and gutters;

Complete firewall repairs for the building that houses unit 1601 and 1603;

Additional scope will be added and defined at a later date

...

THIS DOCUMENT IS SUBJECT TO ARBITRATION, PLEASE REVIEW THE DOCUMENT CAREFULLY

| PAGE 3 | |
|----------------------------|---|
| [<u>X</u>] | Established as follows: |
| | <u>September 9, 2019</u> |
| [<u>X</u>] | By the following date: <u>TBD</u> |
| [<u>X]</u> PAGE 4 | Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below |
| Fifteen perce | ent (15%) plus One percent (1%) for insurance and business licenses |
| agreed-upon a Documents to | Owner shall authorize preparation of revisions to the Contract Documents that incorporate the assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the assumptions contained in Section 3.4.3.5 and the revised Contract Documents. |
| | |
| Payment issue | upon Applications for Payment submitted to the Architect-Owner by the Contractor and Certificates for ed by the Architect, Owner, the Owner shall make progress payments on account of the Contract Sum to r as provided below and elsewhere in the Contract Documents. |
| | |
| month, the Ovsame month. | ed that an Application for Payment is received by the <u>Architect-Owner</u> not later than the <u>tenth</u> day of a wner shall make payment of the certified amount to the Contractor not later than the <u>last_day</u> of the If an Application for Payment is received by the <u>Architect-Owner</u> after the date fixed above, payment by the Owner not later than <u>thirty (30)</u> days after the <u>Architect-Owner</u> receives the Application for |
| | |
| 5% retainage | |
| | |
| 5_% PAGE 6 | |
| § 4.2.2 The O | al Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1. where it is a final payment to the Contractor shall be made no later than 30 days after the issuance of the nal Certificate for Payment, or as follows: receipt of Contractor's final Application for Payment. : |
| [<u>X]</u> | Arbitration pursuant to Section 21.6 of this Agreement |
| | r |

N/A

__

<u>N/A</u> **PAGE 7**

N/A

...

[X] Exhibit A, Determination of the Cost of the Work.

N/A

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The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

PAGE 8

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM 2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect Owner and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

...

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect Owner may require.

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§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect Owner and in accordance with a Modification.

...

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

...

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect. Owner.

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§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect Owner reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect Owner will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect-harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. Owner.

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's-Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

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ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner of Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, Owner, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

...

- § 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, Owner and Contractor, or by written Construction Change Directive signed by the Owner and Architect. Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.
- § 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will Contractorwill prepare a Change Order.
- § 13.3 The Architect Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect Owner and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect-promptly and before conditions are disturbed.

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§ 14.4 The date of Substantial Completion is the date certified by the <u>Architect-Owner</u> in accordance with Section 15.6.3

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect Owner may determine, subject to the provisions of Article 21.

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§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

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§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect-with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

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§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; requires; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the

Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

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§ 15.5.2 Neither the Owner nor Architect Owner shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect-Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect Owner determines that the Work or designated portion thereof is substantially complete, the Architect Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect-Owner will promptly make such inspection and, when the Architect Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect Owner will promptly issue a final Certificate for Payment stating that to the best of the Architect's Owner's knowledge, information and belief, and on the basis of the Architect's Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's Owner's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and Two Million Dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ 17.1.6 Employers' Liability with policy limits not less than One-Million Dollars (\$ 1,000,000) each accident, One-Million Dollars (\$ 1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$\) per claim and (\$\) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$\) per claim and (\$\) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

...

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Owner's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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Umbrella Liability Insurance

<u>Ten-Million Dollars (\$10,000,000)</u>

. . .

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) other;; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each

person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's Owner's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

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Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect Owner timely notice of when and where tests and inspections are to be made so that the Architect-Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

Patrick Richter 2157 Rich Street North Charleston, SC 29405 patrick@kennedyrichter.com

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If the Architect Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's Owner's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, Owner, upon application, and this obligation for payment shall survive termination of the Contract.

•••

Seventy-Five Thousand Dollars (\$75,000)

...

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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Len Lundquist Board President

Paul Kennedy CEO

Certification of Document's Authenticity AIA® Document D401™ – 2003

| I, , hereby certify, to the best of my knowledge, information and belief, the simultaneously with its associated Additions and Deletions Report and this cunder Order No. 5779507925 from AIA Contract Documents software and document I made no changes to the original text of AIA® Document A104 $^{\rm T}$ Agreement Between Owner and Contractor , as published by the AIA in its deletions shown in the associated Additions and Deletions Report. | retrification at $16:05:37$ ET on $09/10/2019$ that in preparing the attached final $^{M}-2017$, Standard Abbreviated Form of |
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| (Signed) | - |
| (Tida) | - |
| (Title) | |
| (Dated) | - |
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Determination of the Cost of the Work

for the following PROJECT:

(Name, location and brief description)

Condo Repairs at Palmetto Pointe on Peas Island. Temporary repairs of 20 buildings roofs; Remove and replace asphalt shingles, flashing, and gutters; Complete firewall repairs for the building that houses unit 1601 and 1603; Additional scope will be added and defined at a later date

THE OWNER:

(Name, legal status, address and other information)

Palmetto Point HOA Represented by the Board of Directors 1603 Peas Island Rd Charleston, SC 29412

THE CONTRACTOR:

(Name, legal status, address and other information)

Kennedy Richter Construction, LLC 2157 Rich Street North Charleston, SC 29405

THE ARCHITECT:

(Name, legal status, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE A.1 COSTS TO BE REIMBURSED

§ A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the

§ A.1.2 Labor Costs

User Notes:

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

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§ A.1.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)

- § A.1.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § A.1.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.
- § A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Agreed upon labor and equipment rates are as follows:

| Project Manager | \$85.00 |
|---------------------------|---------------------|
| Project Accountant | \$45.00 |
| Architect | \$150.00 |
| Superintendent | \$70.00 |
| Trades Foreman | \$55.00 |
| Rough Carpenter | \$35.00 |
| Finish Carpenter | \$40.00 |
| Laborer | \$25.00 |
| Electrical, Plumber, HVAC | \$120.00 |
| Painting | \$35.00 |
| Drywall | \$40.00 |
| Roofing | \$80.00 |
| 6k Forklift | \$2,500.00 Per Mnth |

§ A.1.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.1.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.1.4.2 Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.1.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

User Notes:

- § A.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § A.1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § A.1.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ A.1.6 Miscellaneous Costs

- § A.1.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.
- § A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.
- § A.1.6.2 Sales, use, or similar taxes, imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
- § A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.
- § A.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.
- § A.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.
- § A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Owner as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.
- § A.1.6.6 Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.
- § A.1.6.7 Costs of document reproductions and delivery charges.
- **§ A.1.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- **§ A.1.6.9** Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- **§ A.1.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

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§ A.1.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.1.7 Other Costs and Emergencies

§ A.1.7.1 Other costs incurred in the performance of the Work with the Owner's prior approval.

§ A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ A.1.8 Related Party Transactions

§ A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ A.1.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4.

ARTICLE A.2 COSTS NOT TO BE REIMBURSED

§ A.2.1 The Cost of the Work shall not include the items listed below:

- Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
- Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
- Expenses of the Contractor's principal office and offices other than the site office;
- Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the
- .6 Except as provided in Section A.1.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1; and
- Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS

§ A.3.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

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§ A.3.2 Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Owner, object to any subcontractor or supplier. Any advice of the Owner, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ A.4.2 When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.4.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

ARTICLE A.5 ACCOUNTING RECORDS

§ A.5.1 The Contractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.2 When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.

§ A.5.3 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Contractor a final Certificate for Payment r, or notify the Contractor in writing of the Owner's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Owner is not responsible for verifying the accuracy of the Contractor's final accounting.

§ A.5.4 If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Owner's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final

User Notes:

resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

§ A.5.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

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Additions and Deletions Report for

AIA® Document A104™ – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Condo Repairs at Palmetto Pointe on Peas Island.

Temporary repairs of 20 buildings roofs;
Remove and replace asphalt shingles, flashing, and gutters;
Complete firewall repairs for the building that houses unit 1601 and 1603;
Additional scope will be added and defined at a later date

...

Palmetto Point HOA
Represented by the Board of Directors
1603 Peas Island Rd
Charleston, SC 29412

...

Kennedy Richter Construction, LLC 2157 Rich Street North Charleston, SC 29405 PAGE 2

§ A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Agreed upon labor and equipment rates are as follows:

| Project Manager | \$85.00 |
|---------------------------|---------------------|
| Project Accountant | \$45.00 |
| Architect | \$150.00 |
| Superintendent | \$70.00 |
| Trades Foreman | \$55.00 |
| Rough Carpenter | \$35.00 |
| Finish Carpenter | \$40.00 |
| Laborer | \$25.00 |
| Electrical, Plumber, HVAC | \$120.00 |
| Painting | \$35.00 |
| Drywall | \$40.00 |
| Roofing | \$80.00 |
| 6k Forklift | \$2,500.00 Per Mnth |
| PAGE 3 | |

§ A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to

believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect Owner as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

PAGE 5

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, Owner, object to any subcontractor or supplier. Any advice of the Architect, Owner, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ A.5.3 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect-Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner-Contractor a final Certificate for Payment with a copy to the Contractor, r, or notify the Contractor and Owner in writing of the Architect's-Owner's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Architect Owner is not responsible for verifying the accuracy of the Contractor's final accounting.

§ A.5.4 If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. dispute. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's-Owner's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

2

Section 7

Copy of Viwinco Oceanview Impact Warranties by Individual Unit



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

When the lever is moved to 180 degrees, the hidden tilt latches clear the jamb channel, allowing the user to easily tilt the sash inward.

LIMITATIONS AND CONDITIONS

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 1/2/2020 Viwinco Job# 023151 | | | |
| Property Owner's Name_ Tamara Eberlein | | | |
| Address 1601 Peas Island Rd | | | |
| City Charleston | | | |
| State _ SC ZIP 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 128 of 285 | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | 1: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In arder to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Tamara Eberlein | |
|---------------------|------------------|
| Property Owner | |
| 1601 Peas Island RD | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 13906 1396 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

When the lever is moved to 180 degrees, the hidden tilt latches clear the jamb channel, allowing the user to easily tilt the sash inward.

LIMITATIONS AND CONDITIONS

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds $3.4~\rm E$ units (+/-) within the first 10 years of manufacture, or $6.8~\rm E$ units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time of mate | allation. |
|--------|--|--|
| Produ | uct Style Oceanview Impact | <u>:</u> |
| Date | of Installation 1/2/20 | _ Viwinco Job#025811 |
| Prope | erty Owner's Name Scott Brog | gan |
| Addre | ess 1603 Peas Island Rd | <u> </u> |
| City _ | Charleston | |
| State | SC ZIP | 29412 |
| | Property Owner named above has purchased variation under the Lifetime Limited Warran | Viwinco Cambridge windows and is entitled to nty and the Lifetime Glass Breakage Warranty. |
| The v | windows were puchased from: | |
| Distri | butor/Dealer Southern Lumb | er and Millwork Corp. |
| City _ | North Charleston Page 132 of 285 | |
| State | SC ZIP | 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

North Charleston

State SC ZIP 29405

| Scott Brogan | |
|---------------------|------------------|
| Property Owner | |
| 1603 Peas Island RD | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7ID 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 13/30/fg affeown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

When the lever is moved to 180 degrees, the hidden tilt latches clear the jamb channel, allowing the user to easily tilt the sash inward.

LIMITATIONS AND CONDITIONS

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | |
|--|--|--|
| Product Style Oceanview Impact | | |
| Date of Installation 7/28/20 Viwinco Job# 034553 | | |
| Property Owner's Name_ William Peters | | |
| Address 1605 Folly Creek Way | | |
| City Charleston | | |
| State _ SC ZIP 29412 | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | |
| The windows were puchased from: | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | |
| City North Charleston Page 136 of 285 | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred fro | m: |
|---|---|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In order to transfer the Lifetime Limite | ad Warranty to 2nd Dranarty Owner this form must be completed and |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| William Peters | |
|----------------------|------------------|
| Property Owner | |
| 1605 Folly Creek Way | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 13 Mortgan Town, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

When the lever is moved to 180 degrees, the hidden tilt latches clear the jamb channel, allowing the user to easily tilt the sash inward.

LIMITATIONS AND CONDITIONS

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | |
|--|--|
| Product Style Oceanview Impact | |
| Date of Installation 7/10/20 Viwinco Job# 034556 | |
| Property Owner's Name_ Leonard Lundquist | |
| Address 1606 Folly Creek Way | |
| City Charleston | |
| State _ SC ZIP 29412 | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | |
| The windows were puchased from: | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | |
| City North Charleston Page 140 of 285 | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| 1000125 10. | | |
|----------------------|-----------|--|
| Leonard Lundquist | | |
| Property Owner | | |
| 1606 Folly Creek Way | | |
| Property Address | | |
| Charleston | | |
| , | | |
| Ctata SC | 7ID 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 14Mortgantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

When the lever is moved to 180 degrees, the hidden tilt latches clear the jamb channel, allowing the user to easily tilt the sash inward.

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 7/28/20 Viwinco Job# 034554 | | | |
| Property Owner's NameKathleen Fitch | | | |
| Address 1607 Folly Creek Way | | | |
| City Charleston | | | |
| State _ SC ZIP _ 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 144 of 285 | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

ISSUED TO:

State SC

INSTALLED BY:

| Southern Lumber and | d Millwork Corp. | Kathleen Fitch |
|-----------------------|-------------------|----------------------|
| Dealer's Name | | Property Owner |
| City North Charleston | | 1607 Folly Creek Way |
| city | | Property Address |
| State SC | ZIP _29405 | Charleston City |
| | | , |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,
P.O. Box 499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

ZIP _29412

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 7/10/20 Viwinco Job# 034557 | | | |
| Property Owner's Name_Larry King | | | |
| Address 1608 Folly Creek Way | | | |
| City Charleston | | | |
| State _ SC ZIP _ 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 148 of 285 | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| _ ZIP |
|-----------------|
| |
| |
| |
| _ ZIP |
| _ Product Style |
| |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

Property Owner

1608 Folly Creek Way

Property Address

City

Charleston

State

SC

ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 1490 halfown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | | |
|--|--|--|--|--|
| Product Style Oceanview Impact | | | | |
| Date of Installation 7/17/20 Viwinco Job# 034558 | | | | |
| Property Owner's Name David Burnett | | | | |
| Address 1609 Folly Creek Way | | | | |
| City Charleston | | | | |
| State _ SC | | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | | |
| The windows were puchased from: | | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | | |
| City North Charleston Page 152 of 285 | | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | 1: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In arder to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name City North Charleston

State SC ZIP 29405

ISSUED TO:

| _ |
|---|

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 1500 fg 2 1500 hg 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time of ins | stallation. |
|--------|-------------------------------------|---|
| Prod | uct Style Oceanview Impac | t |
| Date | of Installation 6/23/20 | Viwinco Job# |
| Prop | erty Owner's Name_Richard E | Bonjour |
| | ess 1610 Folly Creek W | |
| City | Charleston | |
| State | SC ZI | P 29412 |
| | | d Viwinco Cambridge windows and is entitled to anty and the Lifetime Glass Breakage Warranty. |
| The | windows were puchased from: | |
| Distri | ibutor/Dealer Southern Lum l | ber and Millwork Corp. |
| City | North Charleston Page 156 of 285 | |
| State | sc zı | P 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | n: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In order to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name City North Charleston

State SC ZIP 29405

ISSUED TO:

| Richard Bonjour | | | |
|----------------------|-----------|--|--|
| Property Owner | | | |
| 1610 Folly Creek Way | | | |
| Property Address | | | |
| Charleston City | | | |
| , | | | |
| Charles SC | 7ID 29412 | | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 15Morbaffown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Page 159 of 285

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 7/17/20 Viwinco Job# 034560 | | | |
| Property Owner's Name_Mark Wetzel | | | |
| Address 1611 Folly Creek Way | | | |
| City Charleston | | | |
| State _ SC ZIP _ 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 160 of 285 | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name City North Charleston

State SC ZIP 29405

| 1001 | IFD | TO |
|------|-----|----|
| | | |

| 100025 101 | | | |
|----------------------|-----------|--|--|
| Mark Wetzel | | | |
| Property Owner | | | |
| 1611 Folly Creek Way | | | |
| Property Address | | | |
| Charleston | | | |
| , | | | |
| Ctata SC | 7ID 29412 | | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 1900 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at un | ie of installation. |
|-------|----------------------------------|---|
| Prod | uct Style Oceanview I | mpact |
| Date | of Installation 6/23/20 | Viwinco Job# 034562 |
| Prop | erty Owner's Name_ Hugh | Henderson |
| Addr | ess 1612 Folly Cree | ek Way |
| City | Charleston | |
| State | sc | ZIP 29412 |
| | . , | urchased Viwinco Cambridge windows and is entitled to ed Warranty and the Lifetime Glass Breakage Warranty. |
| The | windows were puchased fr | om: |
| Distr | ibutor/Dealer Southern | Lumber and Millwork Corp. |
| City | North Charleston Page 164 of 285 | |
| State | sc | _{ZIP} 294 05 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |
| | |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont Plus Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

ISSUED TO:

State SC

INSTALLED BY:

| Southern Lumber and Millwork Corp. | Hugh Henderson |
|------------------------------------|----------------------|
| Dealer's Name | Property Owner |
| City North Charleston | 1612 Folly Creek Way |
| | Property Address |
| State SC ZIP 29405 | Charleston |
| | |

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

ZIP _29412

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,
P.O. Box 499

Page 1950/13816own, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Page 167 of 285

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. |
|--|
| Product Style Oceanview Impact |
| Date of Installation 8/1/2020 Viwinco Job# 034560 |
| Property Owner's Name_Richard Beck |
| Address 1613 Folly Creek Way |
| City Charleston |
| State _ SC |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from: |
| Distributor/Dealer Southern Lumber and Millwork Corp. |
| City North Charleston Page 168 of 285 |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | 1: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In arder to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont Plus Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. | |
|---------------|-----------|-----|----------|-------|--|
| Dealer's Name | | | | | |
| City North Ch | narleston | | | | |

State SC ZIP 29405

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|-----|-----|----|----|
| | | | |

Property Owner

1613 Folly Creek Way

Property Address

City

Charleston

State

SC

ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 1990 of affewn, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

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NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | aı | time of installation. |
|------------------|-----------------------------------|--|
| Product : | Style Oceanview | Impact |
| Date of I | nstallation_6/15/20 | 0 Viwinco Job# 034565 |
| Property | Owner's Name_Mart | y Ginn |
| Address | 1614 Marty Gi | nnFolly Creek Way |
| City Ch | arleston | |
| State _ S | С | ZIP 29412 |
| | . , | as purchased Viwinco Cambridge windows and is entitled to mited Warranty and the Lifetime Glass Breakage Warranty. |
| The win | dows were puchased | from: |
| Distribut | or/Dealer Souther | n Lumber and Millwork Corp. |
| City No | orth Charlesto Page 172 of 285 | on |
| State State | 2 | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont Plus Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Marty Ginn | | | |
|--------------------------------------|------------------|--|--|
| Property Owner 1614 Folly Creek Way | | | |
| Property Address | | | |
| Charleston | | | |
| State SC | 7ID 29412 | | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 17/90/hgantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at un | e oi iristaliation. |
|---------------------------------------|--|
| Product Style Oceanview In | npact |
| Date of Installation 7/3/20 | Viwinco Job#_ 034567 |
| Property Owner's Name_ James | S Richardson Jr |
| Address 1615 Folly Cree | k Way |
| City Charleston | |
| State SC | ZIP 29412 |
| 1 1 ' ' | urchased Viwinco Cambridge windows and is entitled to ed Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from | om: |
| Distributor/Dealer Southern | Lumber and Millwork Corp. |
| City North Charleston Page 176 of 285 | |
| State SC | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred fro | m: | |
|---|---|--|
| Name | | |
| Address | | |
| City | | |
| State | ZIP | |
| Property transferred to: | | |
| Name | | |
| Address | | |
| State | ZIP | |
| Viwinco Job# | Product Style | |
| *In order to transfer the Lifetime Limite | ad Warranty to 2nd Dranarty Owner this form must be completed and | |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

| CCI | ILD | TO: |
|-----|-----|-----|
| 331 | | |

James S Richardson Jr

Property Owner

1615 Folly Creek Way

Property Address

Charleston

State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 17Morbantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| al | une of installation. |
|--------------------------------------|--|
| Product Style Oceanview | Impact |
| Date of Installation 6/15/20 | 0 Viwinco Job#_034568 |
| Property Owner's Name_Josi | le Lyles |
| Address 1616 Folly Cr | eek Way |
| City Charleston | |
| State SC | ZIP 29412 |
| 1 1 ' ' | is purchased Viwinco Cambridge windows and is entitled to mited Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased | from: |
| Distributor/Dealer Souther | n Lumber and Millwork Corp. |
| City North Charlesto Page 180 of 285 | on |
| State SC | ZIP 294 05 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|---|---|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In order to transfer the Lifetime Limited Wa | arranty to 2nd Property Owner this form must be completed and |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

City North Charleston

State SC ZIP 29405

| SSI | | \ T | 0. |
|------|---|------------|-----|
| וככו | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | , , | UJ- |

| Josie Lyles | | |
|----------------------|------------------|--|
| Property Owner | | |
| 1616 Folly Creek Way | | |
| Property Address | | |
| Charleston | | |
| , | | |
| State SC | 7IP 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 18Monfgantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| aı | ume of installation. |
|---------------------------------------|---|
| Product Style Oceanview | Impact |
| Date of Installation 6/16/20 | Viwinco Job#_034573 |
| Property Owner's Name_Robe | ert Arnett |
| Address 1617 Folly Cro | eek Way |
| City Charleston | |
| State SC | ZIP 29412 |
| 1 1 ' ' | s purchased Viwinco Cambridge windows and is entitled to nited Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased | from: |
| Distributor/Dealer Southern | n Lumber and Millwork Corp. |
| City North Charleston Page 184 of 285 | n |
| State SC | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | n: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In order to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

| North Charleston | State | SC | ZIP | 29405

ISSUED TO:

| Robert Arnett | | |
|--------------------------------------|-----------|--|
| Property Owner 1617 Folly Creek Way | | |
| Property Address | | |
| Charleston | | |
| Charles SC | 7ID 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 1% of 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, **OR TO TRANSFER A LIFETIME LIMITED WARRANTY:**

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY **REGISTRATION CERTIFICATE**

This card is to be completed and signed by both Property Owner and Dealer

| at | t time of installation. |
|-----------------------------|---|
| Product Style Oceanview | Impact |
| Date of Installation 5/7/20 | Viwinco Job#_030712 |
| Property Owner's Name_Pat | Ciambruschini |
| Address 1618 Folly Cr | eek Way |
| City Charleston | |
| State SC | ZIP 29412 |
| | as purchased Viwinco Cambridge windows and is entitled to mitted Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased | l from: |
| Distributor/Dealer Souther | n Lumber and Millwork Corp. |
| City North Charlesto | on |
| State SC | ZIP 294 05 |

CERTIFICATE OF TRANSFER OF WARRANTY **TO 2ND PROPERTY OWNER**

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| Viwinco Job# | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| INSTALLED BY: | | ISSUED TO: | | |
|-----------------------|--------------------|------------------|------------------|--|
| Southern Lumber | and Millwork Corp. | | | |
| Dealer's Name | | Property Owner | | |
| City North Charleston | | Folly Creek Way | | |
| City | | Property Address | | |
| State SC | ZIP 29405 | Charleston | | |
| | | State SC | ZIP 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**P.O. Box 499

Page 1890 fpantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time or | IIIStaliation. |
|------------------------------|-----------------------|---|
| Product Style Ocean | view Impa | act |
| Date of Installation 6/ | 16/20 | Viwinco Job#_0345769 |
| Property Owner's Nam | _e _John St | anich |
| Address_1619 Fol | ly Creek | Way |
| City Charleston | <u>L</u> | |
| State SC | | ZIP 29412 |
| | • | ased Viwinco Cambridge windows and is entitled to /arranty and the Lifetime Glass Breakage Warranty. |
| The windows were p | uchased from | : |
| Distributor/Dealer So | uthern Lu | umber and Millwork Corp. |
| City North Char | leston 2 of 285 | |
| State SC | | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| _ ZIP |
|-----------------|
| |
| |
| |
| _ ZIP |
| _ Product Style |
| |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

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|------|---|------------|-----|
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John Stanich

Property Owner

1619 Folly Creek Way

Property Address

City Charleston

State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499
Page 1906ti28fown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time or ii | istaliation. |
|--------|-------------------------------------|--|
| Produ | uct Style Oceanview Impa | ct |
| Date | of Installation 5/7/20 | Viwinco Job#030713 |
| Prope | erty Owner's Name_Robby Fo | re |
| Addr | ess 1620 Folly Creek W | Nay |
| City _ | Charleston | |
| State | sc | ZIP 29412 |
| | . , | ed Viwinco Cambridge windows and is entitled to rranty and the Lifetime Glass Breakage Warranty. |
| The v | windows were puchased from: | |
| Distri | ibutor/Dealer Southern Lu | mber and Millwork Corp. |
| City _ | North Charleston Page 196 of 285 | |
| State | sc | ZIP 294 05 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

State SC ZIP 29405

ISSUED TO:

| Robby Fore | |
|----------------------|------------------|
| Property Owner | |
| 1620 Folly Creek Way | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 19Mortgantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|-----------------------------------|---|--|--|
| Product Style Oceanview | Impact | | |
| Date of Installation 6/1/20 | Viwinco Job# 034574 | | |
| Property Owner's NameNane | cy Matz | | |
| Address 1621 Folly Cr | eek Way | | |
| City Charleston | | | |
| State SC | ZIP 29412 | | |
| | as purchased Viwinco Cambridge windows and is entitled to mitted Warranty and the Lifetime Glass Breakage Warranty. | | |
| The windows were puchased | l from: | | |
| Distributor/Dealer Souther | n Lumber and Millwork Corp. | | |
| City North Charlesto | on | | |
| State SC | ZIP 294 05 | | |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| Viwinco Job# | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

ISSUED TO:

Southern Lumber and Millwork Corp. Dealer's Name City North Charleston State SC ZIP 29405 Nancy Matz Property Owner 1621 Folly or Property Address Charleston

Nancy Matz

Property Owner

1621 Folly Creek Way

Property Address

City Charleston

State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,
P.O. Box 499

Page 29Mortantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

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| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 4/15/20 Viwinco Job# 030714 | | | |
| Property Owner's Name_ Kirk Mainland | | | |
| Address 1622 Folly Creek Way | | | |
| City Charleston | | | |
| State SC ZIP 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 204 of 285 | | | |
| State SC ZIP 29405 | | | |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| Viwinco Job# | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

Rirk Mainland Property Owner 1622 Folly Creek Way Property Address Charleston State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 20160fg28fown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 6/1/2020 Viwinco Job# 034578 | | | |
| Property Owner's Name Jet Matthews | | | |
| Address 1623 Folly Creek Way | | | |
| City Charleston | | | |
| State SC ZIP 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 208 of 285 | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | 1: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In arder to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

City North Charleston

State SC ZIP 29405

| CCI | ILD | TO: |
|-----|-----|-----|
| 331 | | |

| Jet Matthews | |
|----------------------|------------------|
| Property Owner | |
| 1623 Folly Creek Way | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 2000 of afform, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Page 211 of 285

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of ins | tallation. |
|---|--|
| Product Style Oceanview Impac | t |
| Date of Installation 4/15/20 | Viwinco Job# _030715 |
| Property Owner's Name_Peter Mur | phy |
| Address_1624 Folly Creek W | ay |
| City Charleston | |
| State SC ZI | P 29412 |
| 1 1 ' ' | d Viwinco Cambridge windows and is entitled to anty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from: | |
| Distributor/Dealer Southern Lumb | oer and Millwork Corp. |
| City North Charleston Page 212 of 285 | |
| State SC ZI | P 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| Viwinco Job# | Product Style |



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

State SC

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name City North Charleston

ZIP 29405

Peter Murphy

ISSUED TO:

Property Owner

1624 Folly Creek Way

Property Address

Charleston

State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499
Page 21 Mortal February PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | | |
|--|--|--|--|--|
| Product Style Oceanview Impact | | | | |
| Date of Installation 5/25/20 Viwinco Job# 034550 | | | | |
| Property Owner's Name | | | | |
| Address 1625 Folly Creek Way | | | | |
| City Charleston | | | | |
| State _ SC ZIP _ 29412 | | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | | |
| The windows were puchased from: | | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | | |
| City North Charleston Page 216 of 285 | | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | 1: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In arder to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

| North Charleston | State | SC | ZIP | 29405

| ICCI | ILD | TO. |
|------|-----|-----|
| เออเ | ノロレ | TO: |

| James Matthews | | | | |
|----------------------|-----------|--|--|--|
| Property Owner | | | | |
| 1625 Folly Creek Way | | | | |
| Property Address | | | | |
| Charleston | | | | |
| | | | | |
| Ctata SC | 7ID 29412 | | | |

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Page 21 Mortgantown, PA 19543-0499

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Morgantown, PA 19543-0499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

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VINYL: Lifetime Coverage

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INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

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If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

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ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

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HARDWARE: Lifetime Coverage

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Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | | |
|--|--|--|--|
| Product Style Oceanview Impact | | | |
| Date of Installation 3/24/20 Viwinco Job# 029513 | | | |
| Property Owner's Name Gerald Perron | | | |
| Address 1626 Folly Creek Way | | | |
| City Charleston | | | |
| State SC ZIP 29412 | | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | | |
| The windows were puchased from: | | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | | |
| City North Charleston Page 220 of 285 | | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. | |
|---------------|--------|-----|----------|-------|--|
| Dealer's Name | | | | | |

North Charleston

State SC ZIP 29405

| Gerald Perron Property Owner | | | |
|------------------------------|-----------|--|--|
| 1626 Folly Creek Way | | | |
| Property Address | | | |
| Charleston | | | |
| State SC | 7ID 29412 | | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 23Morta 26 Town, PA 19543-0499

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Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

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VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time of in | nstallation. |
|-----------------------------|----------------------|---|
| Product Style Ocea | nview Impac | ct |
| Date of Installation | 5/25/2020 | Viwinco Job#034548 |
| Property Owner's Na | me Wendy Hu | 11 |
| Address 1627 Fo | lly Creek W | Nay |
| City Charlesto | n | |
| State SC | Z | ZIP 29412 |
| | | ed Viwinco Cambridge windows and is entitled to rranty and the Lifetime Glass Breakage Warranty. |
| The windows were | puchased from: | |
| Distributor/Dealer S | outhern Lum | aber and Millwork Corp. |
| City North Cha | rleston 24 of 285 | |
| State SC | Z | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In order to transfer the Lifetime Limited Warrant | v to 2nd Property Owner, this form must be completed and |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Wendy Hull | |
|----------------------|-----------|
| Property Owner | |
| 1627 Folly Creek Way | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7ID 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Page 23/10/hall fown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time of it | IIIStaliation. |
|-------------------------------|------------------|---|
| Product Style Oceans | iew Impa | act |
| Date of Installation 3/2 | 24/20 | Viwinco Job# 029511 |
| Property Owner's Name | Gretchen | n Anderson |
| Address 1628 Foll | y Creek 1 | Way |
| City Charleston | | |
| State SC | 2 | ZIP 29412 |
| 1 1 ' ' | • | ased Viwinco Cambridge windows and is entitled to arranty and the Lifetime Glass Breakage Warranty. |
| The windows were pu | chased from: | : |
| Distributor/Dealer Sou | thern Lur | mber and Millwork Corp. |
| City North Char | leston of 285 | |
| State SC | 7 | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|---|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |
| *In order to transfer the Lifetime Limited Warran | ity to 2nd Property Owner, this form must be completed and |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Gretchen Anderson | | |
|-------------------|--|--|
| | | |
| | | |
| | | |
| | | |
| 7IP 29412 | | |
| | | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 2390 of 38 flown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Page 231 of 285

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | |
|--|--|--|
| Product Style Oceanview Impact | | |
| Date of Installation 5/14/20 Viwinco Job# 031069 | | |
| Property Owner's Name_ Ann Mims | | |
| Address 1629 Folly Creek Way | | |
| City Charleston | | |
| State _SC ZIP | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | |
| The windows were puchased from: | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | |
| City North Charleston Page 232 of 285 | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont Plus Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| INSTALLED BY: Southern Lumber and Millwork Corp. | ISSUED TO: Ann Mims | |
|--|--------------------------------------|--|
| Dealer's Name City North Charleston | Property Owner 1629 Folly Creek Way | |
| State SC ZIP 29405 | Property Address Charleston City | |
| | State SC ZIP 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: Viwinco, Inc., P.O. Box 499

Page 23 Morta Prown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499 Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, **OR TO TRANSFER A LIFETIME LIMITED WARRANTY:**

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY **REGISTRATION CERTIFICATE**

This card is to be completed and signed by both Property Owner and Dealer

| | at time o | of installation. |
|------------------------------|-----------------------|--|
| Product Style Ocean | view Imp | act |
| Date of Installation 57 | 14/20 | Viwinco Job#_031070 |
| Property Owner's Nam | _e _John St | ahl |
| Address 1631 Fol | ly Creek | Way |
| City Charleston | | |
| State SC | | ZIP 29412 |
| | • | hased Viwinco Cambridge windows and is entitled to Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were p | uchased fron | n: |
| Distributor/Dealer So | uthern L | umber and Millwork Corp. |
| City North Char | leston 6 of 285 | |
| State SC | | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|--|---|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In order to transfer the Lifetime Limited W | Jarranty to 2nd Property Owner, this form must be completed and |

mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Noté: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

| North Charleston | State | SC | ZIP | 29405

ISSUED TO:

| John Stahl | |
|----------------------|------------------|
| Property Owner | |
| 1631 Folly Creek Way | |
| Property Address | |
| Charleston | |
| | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 23Morbantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. |
|--|
| Product Style Oceanview Impact |
| Date of Installation 4/22/20 Viwinco Job# 031071 |
| Property Owner's Name |
| Address 1633 Folly Creek Way |
| City Charleston |
| State _ SC ZIP 29412 |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from: |
| Distributor/Dealer Southern Lumber and Millwork Corp. |
| City North Charleston Page 240 of 285 |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | | |
|----------------------------|---------------|--|
| Name | | |
| Address | | |
| City | | |
| State | ZIP | |
| Property transferred to: | | |
| Name | | |
| Address | | |
| State | ZIP | |
| | Product Style | |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. | |
|---------------|--------|-----|----------|-------|--|
| Dealer's Name | | | | | |

City North Charleston

State SC ZIP 29405

ISSUED TO:

| James Gill | |
|----------------------|------------------|
| Property Owner | |
| 1633 Folly Creek Way | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 24Morbaffown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, **OR TO TRANSFER A LIFETIME LIMITED WARRANTY:**

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY **REGISTRATION CERTIFICATE**

This card is to be completed and signed by both Property Owner and Dealer

| | at time of i | nstallation. |
|-------------------------------|------------------|---|
| Product Style Ocean | view Impa | ct |
| Date of Installation 4/ | 22/20 | Viwinco Job#_ 031068 |
| Property Owner's Name | Gregg Ca | ampbell |
| Address 1635 Foll | ly Creek | Way |
| City Charleston | | |
| State SC | ; | ZIP 29412 |
| 1 1 : / | | sed Viwinco Cambridge windows and is entitled to rranty and the Lifetime Glass Breakage Warranty. |
| The windows were pu | chased from: | |
| Distributor/Dealer Sou | thern Lur | mber and Millwork Corp. |
| City North Char: | Leston of 285 | |
| State SC | ; | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY **TO 2ND PROPERTY OWNER**

| Property transferred from: | |
|---|---|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |
| *In order to transfer the Lifetime Limited Warran | ty to 2nd Property Owner, this form must be completed and |

mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Noté: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Gregg Campbell | | |
|----------------------|------------------|--|
| Property Owner | | |
| 1635 Folly Creek Way | | |
| Property Address | | |
| Charleston | | |
| , | | |
| State SC | 7IP 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 24 fortian fown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. | | |
|--|--|--|
| Product Style Oceanview Impact | | |
| Date of Installation 3/31/20 Viwinco Job# 029510 | | |
| Property Owner's Name_Robert Terry | | |
| Address 1637 Folly Creek Way | | |
| City Charleston | | |
| State SC ZIP 29412 | | |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. | | |
| The windows were puchased from: | | |
| Distributor/Dealer Southern Lumber and Millwork Corp. | | |
| City North Charleston Page 248 of 285 | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred fro | m: |
|---|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |
| *In order to transfer the Lifetime Limite | ad Warranty to 2nd Droporty Owner, this form must be completed and |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Robert Terry | | |
|----------------------|------------------|--|
| Property Owner | | |
| 1637 Folly Creek Way | | |
| Property Address | | |
| Charleston | | |
| State SC | 7IP 29412 | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 2490fganfown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499

Morgantown, PA 19543-0499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- $\ oxdot$ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of installation. |
|--|
| Product Style Oceanview Impact |
| Date of Installation 3/31/20 Viwinco Job# 029512 |
| Property Owner's Name Thomas Pate |
| Address 1639 Folly Creek Way |
| City Charleston |
| State _ SC ZIP _ 29412 |
| Property Owner named above has purchased Viwinco Cambridge windows and is entitled to protection under the Lifetime Limited Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from: |
| Distributor/Dealer Southern Lumber and Millwork Corp. |
| City North Charleston Page 252 of 285 |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |
| | |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Thomas Pate | |
|----------------------|------------------|
| Property Owner | |
| 1639 Folly Creek Way | |
| Property Address | |
| Charleston | |
| State SC | 7ID 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 25/30/62/2000, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of | installation. |
|---------------------------------------|--|
| Product Style Oceanview Impa | ıct |
| Date of Installation 3/9/20 | Viwinco Job# |
| Property Owner's Name Stephan | ie McDonald |
| Address 1641 Folly Creek | Way |
| City Charleston | |
| State SC | ZIP 29412 |
| | sed Viwinco Cambridge windows and is entitled to arranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from: | |
| Distributor/Dealer Southern Lux | mber and Millwork Corp. |
| City North Charleston Page 256 of 285 | |
| State SC | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Stephanie McDonald | |
|--------------------------------------|-----------|
| Property Owner 1641 Folly Creek Way | |
| Property Address | |
| Charleston City | |
| State SC | 7ID 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 25Morta 28 Town, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds $3.4~\rm E$ units (+/-) within the first 10 years of manufacture, or $6.8~\rm E$ units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, **OR TO TRANSFER A LIFETIME LIMITED WARRANTY:**

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY **REGISTRATION CERTIFICATE**

This card is to be completed and signed by both Property Owner and Dealer

| | a | t time of installation. |
|-------------|----------------------------------|---|
| Product St | yle Oceanview | Impact |
| Date of Ins | tallation 3/9/20 | Viwinco Job# 024751 |
| Property C | wner's Name_Rut | h Nichols |
| Address _ | .643 Folly Cr | eek Way |
| City _Cha | rleston | |
| State SC | | ZIP 29412 |
| | , | as purchased Viwinco Cambridge windows and is entitled to imited Warranty and the Lifetime Glass Breakage Warranty. |
| The wind | ows were puchased | d from: |
| Distributo | /Dealer Souther | n Lumber and Millwork Corp. |
| City No | rth Charlesto Page 260 of 285 | on |
| State SC | - | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from | 1: |
|--|--|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |
| *In arder to transfer the Lifetime Limited | Warranty to 2nd Droporty Owner this form must be completed and |

an order to transfer the Lifetime Limited warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Noté: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. |
|---------------|--------|-----|----------|-------|
| Dealer's Name | | | | |

City North Charleston

State SC ZIP 29405

ISSUED TO:

Ruth Nichols

Property Owner

1643 Folly Creek Way

Property Address

City

Charleston

State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 29Morbaffown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



AND PATIO DOOR WARRANTY

Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds $3.4~\rm E$ units (+/-) within the first 10 years of manufacture, or $6.8~\rm E$ units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

be followed.
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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at time of installation. |
|-------------------------------------|--|
| Product Style Oceanview | Impact |
| Date of Installation 3/2/20 | Viwinco Job# _ 024724 |
| Property Owner's Name_Rar | ndall Jenkins |
| Address 1645 Folly C | reek Way |
| City Charleston | |
| State SC | ZIP 29412 |
| 1 1 . , | has purchased Viwinco Cambridge windows and is entitled to Limited Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchase | d from: |
| Distributor/Dealer Souther | rn Lumber and Millwork Corp. |
| City North Charlest Page 264 of 285 | on |
| State SC | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Randall Jenkins Property Owner | |
|--------------------------------|-----------|
| 1645 Folly Creek Way | |
| Property Address | |
| Charleston | |
| | |
| State SC | 7ID 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 26 Tof ball town, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

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Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time | e of installation. |
|---------------------------------------|---|
| Product Style Oceanview Im | npact |
| Date of Installation 3/2/20 | Viwinco Job# 024726 |
| Property Owner's Name Thomas | Boal |
| Address 1647 Folly Cree | k Way |
| City Charleston | |
| State SC | ZIP 29412 |
| 1 1 ' ' | urchased Viwinco Cambridge windows and is entitled to ed Warranty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from | om: |
| Distributor/Dealer Southern | Lumber and Millwork Corp. |
| City North Charleston Page 268 of 285 | |
| State SC | _{ZIP} 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| Viwinco Job# | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer

handling costs. Noté: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

| CCI | ILD | TO: |
|-----|-----|-----|
| 331 | | |

Thomas Boal

Property Owner

1647 Folly Creek Way

Property Address

City Charleston

State SC ZIP 29412

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| | at tin | ne of installatio | ion. |
|-------------------------------|--|------------------------------------|--|
| Product Style Oc | eanview I | mpact | |
| Date of Installatio | n_2/14/20 | Viv | iwinco Job#_024727 |
| Property Owner's | Name_ Willi | am Frye | e |
| Address 1649 | Folly Cre | ek Way | |
| City Charles | ton | | |
| State SC | | ZIP 29 | 9412 |
| Property Owner protection und | er named above has p ler the Lifetime Limit | ourchased Viwin ted Warranty an | inco Cambridge windows and is entitled to and the Lifetime Glass Breakage Warranty. |
| The windows we | ere puchased fi | rom: | |
| Distributor/Deale | r Southern | Lumber | and Millwork Corp. |
| City North C | Charleston ge 272 of 285 | | |

ZIP 29405

State SC

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | ZIP |
| | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| William Frye | |
|----------------------|------------------|
| Property Owner | |
| 1649 Folly Creek Way | |
| Property Address | |
| Charleston City | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 27/90/gantown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- B. Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- C. Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- F. Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds $3.4~\rm E$ units (+/-) within the first 10 years of manufacture, or $6.8~\rm E$ units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Page 275 of 285

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- Caustic or industrial chemicals or solvents, such as but not limited
 to acetone and ethyl acetate, fuming sulphuric acid, amines, and
 abrasive products
- Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS. OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE. INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, OR TO TRANSFER A LIFETIME LIMITED WARRANTY:

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY REGISTRATION CERTIFICATE

This card is to be completed and signed by both Property Owner and Dealer at time of installation

| at time of insta | Illation. |
|---|--|
| Product Style Oceanview Impact | |
| Date of Installation 2/14/20 | Viwinco Job# <u>024728</u> |
| Property Owner's Name Robert Woo | dall |
| Address 1651 Folly Creek Wa | У |
| City Charleston | |
| State SC ZIP | 29412 |
| Property Owner named above has purchased protection under the Lifetime Limited Warran | /iwinco Cambridge windows and is entitled to ty and the Lifetime Glass Breakage Warranty. |
| The windows were puchased from: | |
| Distributor/Dealer Southern Lumb | er and Millwork Corp. |
| City North Charleston Page 276 of 285 | |
| State SC ZIP | 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | | |
|--|---|--|
| Name | | |
| Address | | |
| City | | |
| State | ZIP | |
| Property transferred to: | | |
| Name | | |
| Address | | |
| State | ZIP | |
| Viwinco Job# | Product Style | |
| *In order to transfer the Lifetime Limited W | arranty to 2nd Dranarty Owner this form must be completed and | |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Note: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

INSTALLED BY:

| Southern Lumber an | d Millwork Corp. | Robert Woodall |
|-----------------------|------------------|------------------|
| Dealer's Name | | Property Owner |
| City North Charleston | | 1651 Folly Cr |
| city | | Property Address |
| State SC | ZIP 29405 | Charleston City |
| | | , |

ISSUED TO:

| Robert Woodall | | | | |
|----------------------|------------------|--|--|--|
| Property Owner | | | | |
| 1651 Folly Creek Way | | | | |
| Property Address | | | | |
| Charleston | | | | |
| , | | | | |
| State SC | 7IP 29412 | | | |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 2700 ft 28 ftown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, **OR TO TRANSFER A LIFETIME LIMITED WARRANTY:**

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY **REGISTRATION CERTIFICATE**

This card is to be completed and signed by both Property Owner and Dealer

| | at time of insta | allation. |
|--------------------------------|------------------|---|
| Product Style Oceanv | iew Impact | : |
| Date of Installation $2/7$ | /20 | _ Viwinco Job#_ 024729 |
| Property Owner's Name_ | Steve Hade | ers |
| Address 1653 Folly | Creek Wa | У |
| City Charleston | | |
| State SC | ZIP | 29412 |
| | | Viwinco Cambridge windows and is entitled to ty and the Lifetime Glass Breakage Warranty. |
| The windows were pucl | nased from: | |
| Distributor/Dealer Sout | hern Lumb | er and Millwork Corp. |
| City North Charle | eston f 285 | |
| State SC | ZIP | 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY TO 2ND PROPERTY OWNER

| Property transferred from: | | |
|----------------------------|---------------|--|
| Name | | |
| Address | | |
| City | | |
| State | ZIP | |
| Property transferred to: | | |
| Name | | |
| Address | | |
| State | ZIP | |
| | Product Style | |
| | | |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer handling costs. Noté: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

Thank you for your purchase of Viwinco window and patio door products. We are proud to present you with an exceptionally durable and reliable product. Manufacturing the highest quality windows and patio doors is essential to us. Providing you with the best customer service is, too. We offer a wide array of resources, from our many dependable distributors to our supportive Customer Service and Service departments.

| Southern | Lumber | and | Millwork | Corp. | |
|---------------|--------|-----|----------|-------|--|
| Dealer's Name | | | | | |

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Steve Haders | |
|----------------------|------------------|
| Property Owner | |
| 1653 Folly Creek Way | |
| Property Address | |
| Charleston | |
| , | |
| State SC | 7IP 29412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to: **Viwinco, Inc.,**

P.O. Box 499

Page 2800 fg 281 fown, PA 19543-0499

To Transfer Warranty: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc., P.O. Box 499



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Viwinco Limited Lifetime Warranty

Viwinco, Inc. ("The Company") warrants its vinyl window and patio door products to be free from manufacturing defects for the lifetime of the original purchaser, as long as he/she resides in the single-family residence in which the products were installed. In the event that the home where the windows were installed is sold, that lifetime warranty becomes a 20-year warranty and is transferable to one subsequent owner with the remainder of the 20 years from the manufacture date being covered. A transfer fee of \$50.00, accompanied by the document entitled "Certificate of Transfer of Warranty to 2nd Property Owner," must be received by us in order for the warranty to be transferable.

If the purchaser resides in a non-residential or commercial property, the windows will be covered under warranty for 20 years.

VINYL: Lifetime Coverage

Lifetime coverage against manufacturing defects such as peeling, flaking or blistering is included.

INSULATED GLASS UNIT: Lifetime Coverage

For as long as the purchaser owns and resides in the residence in which the windows were installed, the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation (caused by dust or moisture in the dead airspace of the sealed unit). Should the glass fail, Viwinco, Inc. will provide the purchaser with a replacement sealed glass unit at no charge.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the insulated glass unit will be covered under warranty for 20 years.

NOTE: Slight imperfections or wavy distortions in the glass that do not impair structural integrity (e.g. related to laminate interlayer or heat-strengthening of glass) are not considered defects. ALL GLASS WARRANTIES ARE VOID IF ANY FILM IS APPLIED TO GLASS.

SCREENS: One-Year Coverage

One-year coverage against manufacturing defects to screens and screen material is provided. Please see "Limitations and Conditions" for restrictions.

ONE-YEAR FULL-COVERAGE LABOR WARRANTY FOR VINYL WINDOWS

Viwinco, Inc. will repair or replace (including the cost of removal of the defective product and/or installation of replacement product) at The Company's sole option but at no cost to the original purchaser, any Viwinco, Inc. vinyl window proven to be defective during a 1-year period from date of installation. Viwinco's maximum liability under the full-coverage labor warranty will be equal to the reasonable cost to repair or replace the defective product at the then-current cost, including labor, in connection with the repair or removal of the original product and/or installation of the replacement product.

HARDWARE: Lifetime Coverage

Lifetime coverage against manufacturing defects to the hardware is provided. What is not covered by this hardware warranty is normal wear due to weathering (sunlight, atmospheric conditions, severe weather incidents). Normal wear and tear that results in discoloration, pitting, or similar outcomes due to exposure in highly corrosive environments is also not covered.

Casement and awning hardware should be maintained by cleaning with a mild detergent on a regular basis, drying fully, and lubricating to ensure smooth operation.

In the event that this lifetime warranty is transferred, it will become a 20-year warranty, covering the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the hardware will be covered under warranty for 20 years.

Tilt-n-Lock

Standard on Cambridge and OceanView single- and double-hung windows. Available as an upgrade on S-Series single- and double-hungs.

Exclusive Technology:

➤ One-handed operation ➤ Clean sightlines ➤ Easier cleaning

Here's how it works:



Locked Position

Sash is securely locked. Hidden tilt latches are housed in sash channel for added strength.



Unlocked Position

At the 150-degree position, the hidden tilt latches are engaged with the jamb, and the sash can be lifted.



Tilt-In Position

Viwinco, Inc. shall have no liability whatsoever under this warranty for:

- A. Any damage or failure caused by improper handling or storage, or by installation not in strict adherence with Viwinco's written instructions.
- Any damage to the product caused by the following: impact of foreign objects (except as provided under our Cambridge Lifetime Glass Breakage Warranty); extremes of weather or other acts of God; fire, explosion or other casualty; insects or other vermin.
- Windows that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- Defects or damage caused by normal weathering, including but not limited to the effects of air pollution, exposure to harmful chemicals, and exposure to the elements.
- Defects in insect screens that occur more than twelve months from the date of window manufacture.
- G. Corrosion of any metal parts, including screws (otherwise known as hardware), when installed within two miles of the coast.

CONDENSATION

Condensation or mildew on windows may occur as the natural result of humidity within the house or building caused by interior/exterior temperature differentials, and does not indicate a manufacturing defect. It is even possible for frost to appear on a window as a result of excessive condensation in cold weather. Window condensation cannot be prevented if the humidity level in your home is too high. CONDENSATION IS NOT THE RESULT OF A DEFECTIVE OR FAULTY INSTALLATION; IT IS THE RESULT OF EXCESS HUMIDITY. Thus, the damage caused by condensation is not covered by this warranty.

CAMBRIDGE LIFETIME GLASS BREAKAGE COVERAGE

If glass is broken for any reason after the window has been installed, Viwinco will provide a replacement sealed glass unit at no charge for the lifetime of the original purchaser.

This glass breakage warranty applies only to Viwinco Cambridge double-hung and single-hung windows. If Cambridge windows are used in a new construction application, the warranty will take effect with the occupancy of the home. This warranty does not apply to commercial applications.

The sole remedy under this glass breakage warranty is limited to replacement of broken glass, or refund of the broken glass purchase price, at Viwinco's sole option (See REPAIR PROCEDURE).

VIWINCO COLORS WARRANTY

Twenty-year coverage against manufacturing defects such as cracking, flaking, blistering, or peeling of the factory-applied exterior laminate film. The factory-applied laminates are also warranted against any significant color change for 20 years from the date of manufacture.

Fading, discoloration or color change of the laminate will not be considered a defect unless it exceeds 3.4 E units (+/-) within the first 10 years of manufacture, or 6.8 E units (+/-) within the first 20 years, as calculated in accordance with ASTM D2244, paragraph 6.2.

In the event that this 20-year warranty is transferred, it will remain in effect for the remainder of the 20 years from the date of manufacture.

If the purchaser resides in a non-residential or commercial property, the product will be covered under warranty for 20 years.

If the product is found defective, the Repair Procedure outlined in this warranty will be followed.

Note: Viwinco, Inc. will not be held liable for any charges associated with labor or installation beyond one year from the date of manufacture. This Limited Warrranty does NOT cover damage incurred by or attributable the following:

- ☑ Caustic or industrial chemicals or solvents, such as but not limited to acetone and ethyl acetate, fuming sulphuric acid, amines, and abrasive products
- ☑ Normal effects of weathering, such as non-uniform fading or color change caused by unequal exposure of surfaces to the sun and elements
- ☑ Damage resulting from incorrect product installation or flaws in building design or construction
- ☑ Damage caused by deliberate alteration or modification of the laminate (such as customer-applied tints or films)
- Minor scratches
- ☑ Excessive artificial temperature build-up or exposure, including, for example, that caused by using windows or shutters
- ☑ Damage from windborne debris associated with severe acts of nature, such as earthquakes or tornadoes, fire, and flooding
- ☑ Accidental or intentional damage over which Viwinco has no control (such as crime)

REPAIR PROCEDURE

This warranty is limited to The Company, at its option, repairing or replacing defective parts (color matching not guaranteed) in lieu of repairing or replacing the entire window product. Viwinco, Inc. at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the window product (excluding installation cost), if in The Company's opinion repair or replacement is not commercially practical or reasonable or cannot timely be made.

Viwinco, Inc. also reserves the right to change, discontinue or alter any of its products at its sole discretion without notice. If any product, part or component originally installed in your home is not available at the time you make a claim under this Lifetime Limited Window Warranty, The Company may rightfully refund the purchase price of the defective window or window part only, or submit another model, part, or component that in its sole discretion is of equal quality or value.

Viwinco, Inc., has no responsibility, liability or obligation for, nor will it pay for, any labor costs or costs incurred in the removal, installation, or reinstallation of the window or any of its parts after the one-year labor coverage has expired. A service charge, at prevailing rates, will be made for any requested inspection of the windows.

Any claims for defects under this Warranty are to be made promptly after discovery and should describe in full the defect claimed. Identifying information for replacement or repair can be found on permanent labels in the head channel, on individual sash jambs and inside the screen frame.

All claims should be made to the installing contractor. Viwinco, Inc., or our authorized representative, reserves the right to inspect any window for which a warranty claim is made, and then, if the claim is approved, forward the warranted parts at no charge to the original distributor.

Viwinco, Inc. will not pay for any of the following issues caused by failure of the component or product: loss of time/use, inconvenience, personal injury, property damage, or incidental/consequential damages.

In the event that any of the exclusions or limitations in this warranty is prohibited by any applicable state law, the prohibited provisions shall be deemed void as if never included herein and the balance of this warranty shall remain in full force and effect. This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

THIS WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VIWINCO, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, WHETHER THE ACTION BE BASED ON WARRANTY, CONTRACT, NEGLIGENCE STRICT/ PRODUCTS LIABILITY OR ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS, LOSS OF USE OF THE PRODUCTS, OR OTHER ECONOMIC LOSSES.

THE COMPANY SHALL NOT BE LIABLE FOR CONTRIBUTION OR INDEMNIFICATION FOR ANY REASON OR CAUSE, INCLUDING ANY DAMAGE TO THE BUILDING OR ITS CONTENTS, RESULTING FROM THE BREACH OF ANY CLAUSE SET FORTH HEREIN.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF VIWINCO, INC. IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

| Warranty Holder | Original Owner-Occupied Single-Family (Residential) | Commercial | 2nd Property Owner Under Warranty Transfer |
|------------------------------------|---|------------|---|
| Vinyl | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| IGU | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Screens | 1 Year | 1 year | Up until the 1st Anniversary of the Manufacture Date |
| Hardware | Lifetime | 20 Years | Up until the 20th Anniversary of the Manufacture Date |
| Labor | 1 Year | 1 Year | NA |
| Glass Breakage (Cambridge Only) | Lifetime | NA | NA |
| Viwinco Colors (Exteriors) | 20 Years | 20 Years | Up until the 20th Anniversary of the Manufacture Date |

TO REGISTER A LIFETIME LIMITED WARRANTY OR LIFETIME LIMITED AND GLASS BREAKAGE WARRANTY, **OR TO TRANSFER A LIFETIME LIMITED WARRANTY:**

See instructions for electronic submission and/or download @ http://www.viwinco.com/servicewarranty/warranty-information, or complete and mail the appropriate form below to: Viwinco, Inc., P.O. Box 499, Morgantown, PA 19543-0499

LIFETIME LIMITED WINDOW WARRANTY **REGISTRATION CERTIFICATE**

This card is to be completed and signed by both Property Owner and Dealer

| | at time o | of installation. |
|----------------------|---------------------------|--|
| Product Style Oce | eanview Imp | pact |
| Date of Installation | 2/7/20 | Viwinco Job#_ 024723 |
| Property Owner's N | lame_Linda V | Walker |
| Address 1655 E | olly Creek | : Way |
| City Charlest | on | |
| State SC | | ZIP 29412 |
| | | hased Viwinco Cambridge windows and is entitled to Warranty and the Lifetime Glass Breakage Warranty. |
| The windows wer | e puchased fron | n: |
| Distributor/Dealer | Southern L | umber and Millwork Corp. |
| City North Ch | narleston e 284 of 285 | |
| State SC | | ZIP 29405 |

CERTIFICATE OF TRANSFER OF WARRANTY **TO 2ND PROPERTY OWNER**

| Property transferred from: | |
|----------------------------|---------------|
| Name | |
| Address | |
| City | |
| State | _ ZIP |
| Property transferred to: | |
| Name | |
| Address | |
| State | _ ZIP |
| Viwinco Job# | Product Style |

*In order to transfer the Lifetime Limited Warranty to 2nd Property Owner, this form must be completed and mailed with a money order or certified check made payable to Viwinco, Inc. for \$50.00 to cover warranty transfer

handling costs. Noté: Lifetime Glass Breakage Warranty is not transferable.



Including OceanView · S-Series · Builders Choice · Cambridge · Edgemont *Plus* Cambridge Glass Breakage Coverage and Viwinco Colors Warranty

Congratulations!

INSTALLED BY:

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Southern Lumber and Millwork Corp. Dealer's Name

City North Charleston

State SC ZIP 29405

ISSUED TO:

| Linda Walker | |
|----------------------|-----------|
| Property Owner | |
| 1655 Folly Creek Way | |
| Property Address | |
| Charleston | |
| • | |
| Charles SC | 7ID 20412 |

To Register: Please complete form on reverse, enclose in an envelope, and mail to:

Viwinco, Inc.,

P.O. Box 499

Page 2850fg28fown, PA 19543-0499

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Viwinco, Inc., P.O. Box 499