

## MOSS SUPPLY COMPANY LIMITED WARRANTY

**Subject to the conditions and restrictions as stated herein, Moss Supply Company (hereinafter “Moss”) warrants each product it manufactures, the working parts and Insulated Glass Units, to be free of defects in materials and workmanship under normal use for the periods indicated in this limited warranty.**

**Vinyl Mainframe and Sash Parts Warranty:** Vinyl mainframe and sash parts are hereby warranted against blistering, flaking, cracking, peeling, rotting, pitting or corroding. The warranty term for single hung and double hung products, patio doors, casements and specialty windows is for a period of Fifty (50) years.

**Working Parts Warranty:** The warranty term for working parts for single hung products, patio doors and related specialty windows is Ten (10) years and for double hung products and related specialty windows is Fifty (50) years. This working parts warranty includes, but is not limited to, balances.

**Insulated Glass Unit (IGU) Warranty:** IGUs are warranted for the time periods specified below from the date of manufacture (as marked on each IGU) against material obstruction of vision due to film formation, dust collection or moisture on the interior surfaces of the IGU glass surfaces (ie., moisture enclosed between the two pieces of glass which combine to form the vacuum seal), resulting exclusively from a failure of the hermetic seal.

The warranty term for single hung windows (including new construction and replacement products), patio doors and related specialty windows is Ten (10) years from the date of purchase. During said term Moss will replace all defective IGU materials and/or workmanship at no charge to the original owner.

The warranty term for double hung windows (including new construction and replacement products), casements and related specialty windows is Fifty (50) years, prorated as follows:

Years 1 – 20 no charge replacement of defective IGU materials and/or workmanship

Years 21 – 30 customer will be charged 50% of list price of replacement IGU on date of replacement

Years 31 – 40 customer will be charged 75% of list price of replacement IGU on date of replacement

Years 41 – 50 customer will be charged 90% of list price of replacement IGU on date of replacement

**Warranty Limitations:** Moss’ liability hereunder shall be limited to the replacement of the part deemed by Moss to be defective, either as a result of a defect in materials or workmanship. Moss shall ship the replacement part to the dealer from which it was purchased or, at the sole discretion of Moss, refund the portion of the purchase price applicable to the original part. **Shipping and handling charges may also be deemed applicable for certain warranty claims at the sole discretion of Moss.** Any part replaced by Moss will contain the kind and color of glass or other materials currently available at the time the replacement is made. Differences in color or appearance between the original part and the replacement part shall not be deemed to be a defect in such replacement part. Moss hereby reserves the right to inspect any part alleged to be defective before a replacement part is provided under this warranty.

In the event a part is replaced pursuant to this warranty, this warranty shall not apply to the replacement part. Moss does not warrant, and this warranty shall not be construed to include, installation of its replacement parts or defects which may result from the removal, replacement, installation or re-installation of any part. This warranty shall not be construed to cover any costs incurred for the removal, replacement, installation, or re-installation of any part which may be provided pursuant to this warranty. This warranty does not apply with respect to any part which has been damaged by accident or improper use, including but not limited to negligent operation or damages resulting from wind-blown objects, weather, exposure to corrosive substances or fumes, fire or excessive temperatures, or any other defects which result from circumstances beyond Moss’ control. This warranty shall not be construed to cover a uniform color change due to weather.

Moss expressly denies and excludes all claims and expressly denies any and all warranty as to (i) the percentage of fill of inert gases, such as Argon, inserted inside any IGU, or (ii) the performance of any low emissivity (Low E) coatings from and after the date of manufacture. This warranty does not include glass breakage, and IGUs are specifically not warranted against glass breakage.

This warranty shall not apply to any part used or sold outside the United States, or to any part used in ships, aircraft, vehicles, commercial refrigeration, solar collectors, swimming pools, swimming or bathing environments or places of high humidity. This exclusion is not intended to imply Moss manufactured products are suitable for these applications. This warranty shall be void if any part is subjected to abnormal stresses by excessive vibration, building or foundation movement, or if any part is covered or glazed with materials or substances which are incompatible with the part, including but not limited to any sealant used in the manufacture of the IGU.

Glass has generally accepted characteristics, such as bubbles, discolorations and scratches. These characteristics are not defects but rather are inherent qualities that meet or exceed standard specifications for flat glass under ASTM C 1036, tempered flat glass ASTM C 1048 and laminated flat glass ASTM C 1172 and such characteristics are not covered by this Warranty. Moss makes no warranty regarding any laminated glass. For warranties covering laminated glass, please request the Limited Warranty of the glass manufacturer.

This warranty does not cover condensation forming on the outer surfaces of the IGU which may result as a natural occurrence of humidity within the structure and interior/exterior temperature differentials, nor shall such condensation indicate a defect which would be covered by this warranty.

This warranty specifically covers the repair or replacement, at Moss' sole discretion, of vinyl mainframe and sash parts and components and working parts, including but not limited to balances, as indicated above, but does not include labor costs of any kind associated with removal, installation or re-installation of defective materials.

**THIS WARRANTY IS A LIMITED WARRANTY AND CONSTITUTES THE ONLY EXPRESS WARRANTY EXTENDED BY MOSS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

**MOSS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTS OF ANY PRODUCT OR COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO THE IGU, OR FROM ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON SUCH PRODUCT OR COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO THE IGU. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.**

Any claims for defects under this limited warranty shall be made to the distributor, dealer or other business which originally sold the product, or can be made to Moss Supply Company, P.O. Box 26338, Charlotte, NC 28221. Such claims shall be made at said address in writing promptly after discovery of any defects, fully describing such defects and setting forth the dates of purchase of said product. No Moss employee, agent, representative, distributor, seller of Moss product or any other person may modify this warranty to any extent verbally or in writing.

**Warranty Transferability:** This warranty shall extend to the original purchaser for the stated periods of time outlined in the warranty above. If a structure in which Single Hung (New Construction or Replacement Product) or Patio Doors are installed is sold or ownership is otherwise transferred to a new owner, this warranty remains in effect for ten (10) years from the original date of manufacture and is enforceable by the original purchaser and the person or entity to whom said original purchaser transferred the said structure. If a structure in which Double Hung, (New Construction or Replacement Product) Casements or Awning Models are installed is sold or ownership is otherwise transferred to a

new owner, the warranty is reduced to twenty (20) years from the original date of manufacture and is enforceable by the original purchaser and the person or entity to whom said original purchaser transferred the said structure.

**5001 N. Graham Street; Charlotte, NC 28269**

**11253 Leadbetter Road; Ashland, VA 23005**

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