



LIMITED WARRANTY

Kudzu Millwork, Inc. (KUDZU) offers the following Limited Product Warranty for materials and workmanship from the date of sale. KUDZU warrants to the homeowner that products manufactured by KUDZU will be free of defects in parts and workmanship under normal use for the time periods specified below.

LIMITED WARRANTY FOR VINYL MAIN FRAMES AND SASH FRAMES

The following Limited Warranty applies to Vinyl Frames and parts: Vinyl frames and parts are warranted to be free from manufacturing defects resulting in peeling, blistering, flaking, checking, cracking, rotting or corroding, under normal use and service conditions, for a period of twenty (20) years from the date of purchase.

LIMITED WARRANTY FOR INSULATED GLASS

The following Limited Warranty applies to insulated glass: KUDZU warrants the insulating glass will be free from material obstruction (moisture, film or dust) on the interior glass surface for 20 years from date of manufacture. This warranty is for the benefit of the Original Homeowner who purchased the product and resides in the home, and may not be transferred.

LIMITED WARRANTY FOR INSULATED GLASS ON COMMERCIAL APPLICATIONS

The following Limited Warranty applies to insulated glass on commercial applications: If window product is installed in a commercial or industrial building or a building operated as a multi-family dwelling for commercial purposes or rental properties such as schools, houses of worship, apartment complexes, government owned structures, office buildings, etc., this Warranty will be limited to 10 years on insulated glass and will not be transferable.

LIMITED WARRANTY FOR COMPONENTS

The following Limited Warranty applies to unit components: Hardware components such as balances, sash locks, etc. -are warranted against manufacturer defects for a period of 10 years from the date of purchase.

LIMITED WARRANTY COVERAGE

This Limited Warranty covers replacement parts, components and/or materials only. KUDZU expressly denies any liability for labor to be performed in correcting defects. This Limited Warranty does not cover freight charges of any kind. If a covered replacement part is not in production at the time a warranty claim is filed, KUDZU's obligation shall be limited to finding the best possible solution. KUDZU expressly reserves the right to, at its sole discretion, make a determination as to whether a valid, covered warranty claim exists and, if so, how to satisfy the warranty claim.

This Limited Warranty is valid only when products covered by this warranty are installed, finished and maintained in accordance with KUDZU's written installation instruction, and any failure to do so shall invalidate this Limited Warranty and relieve KUDZU from any obligations hereunder.-- This warranty does not cover (1) damage caused by accident, mishandling or improper use; (2) damage as a result of negligent operation; (3) damage resulting from improper installation or maintenance; (4) damage caused by fire, flood, earthquake, storm, tornado, acts of God, or any other cause beyond the control of KUDZU.

WARRANTY CLAIMS

To make a claim under the warranties recited hereunder, you must do so in writing, by certified mail, return receipt requested, to Kudzu Millwork, Inc, 4818 Meridian St, Huntsville, AL 35811. Please provide type and size of the product, date of purchase, copy of Purchase Receipt, where the product was purchased and the nature of the claimed defect or problem. Freight and installation will be at the homeowner's expense. KUDZU reserves the right to inspect, or designate a person to inspect, any part or product that is claimed to

be defective and covered by these warranties prior to any repair, refund or replacement. Any inspection shall be conducted under an express reservation of rights, and shall not constitute an acknowledgement that the warranty claim is valid and/or covered.

MODIFIED OR DISCONTINUED PRODUCTS

KUDZU reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, KUDZU reserves the right to substitute current products and components of equal quality and as similar in appearance as possible.

ITEMS NOT COVERED

- Improper installation or use of product.
- Accidents, vandalism, fire, floods, acts of God, including but not limited to earthquakes, tornadoes and hurricanes.
- Any modification or alteration to the product, including, but not limited to putting holes in the window sill.
- The failure to perform reasonable and necessary maintenance on the product.
- The neglect, abuse, improper handling and/or improper storage of the product.
- Exposure of the product to excessive heat and/or cold beyond naturally occurring conditions.
- Stresses caused by building defects or settlement or movement of the structure in which it was installed.
- The application of harmful cleaning solutions or products including, but not limited to, muriatic acid, acetone, or abrasive products.
- Misalignment of grids/muntins of 1/8" or less from appropriate position.
- Slight fading and/or color variations caused by normal aging or weathering.
- Torn or ripped screens for any cause whatsoever.
- Rust or corrosion of non-vinyl products or components due to the close proximity to coastal areas unless the product is composed of appropriate stainless steel or other non-corrosive hardware.
- Installation of the product outside of the 48 contiguous United States.
- Any inappropriate or unintended use of product.
- Minor blemishes in the glass that do not significantly impair the structure of vision through the glass including glass curvature.
- Color variations in the glass.
- Glass breakage for any cause or reason.
- Subjection to stresses arising from glass surface temperature differentials or caused by building settlement or moving.
- Condensation on the exterior surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials.
- The very gradual, natural migration of inert gas infills used in insulated glass.
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship.
- In no event will KUDZU be liable for incidental, consequential, exemplary or special damages, including, but not limited to, damage or loss of other property or equipment, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory.
- These warranties give you specific legal rights and you may also have other rights which vary from state to state.