

521437

# Window World

## All Inclusive Transferable Lifetime Warranty

Subject to the limitations and exclusions below, Window World ("Company") warrants to the original purchaser/property owner ("Owner") and, if any, Owner's immediate transferee, excluding all other subsequent transferees, that any basic window installed by the Company is free from defects in material and workmanship for as long as the Owner or Owner's immediate transferee resides in the home in which the windows are installed.

**Vinyl Parts Warranty** - That under normal use, the vinyl components of the window will not blister, peel, rot or corrode.

**Mechanical Parts Warranty** - That all mechanical parts (lock, vent locks, balances) are warranted to be free from manufactured defects in material and workmanship. Replacement parts will be supplied at no charge.

**Insulated Glass Warranty** - 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 air space of the sealed unit for the life of the window. If the glass unit fails, the Company will provide the Owner with a replacement insulated glass unit at no extra charge.

**Glass Breakage Warranty\*** - The Company will provide the Owner with a replacement insulated glass unit in the event of accidental glass breakage. Exclusion listed below apply.

\*Optional if denoted on the contract

**Labor Warranty** - All labor necessary to correct any item covered by this warranty will be provided at no extra charge by the Company.

**Transferable Warranty** - This warranty may be transferred to the Owner's immediate transferee provided the transferee notifies the Company, in writing, at the address below, within 30 days of the property's transfer date. The correspondence must include a transfer fee of \$250, the original Owner's name and address, transferee's name and address and the Window World location responsible for the installation. Please send warranty transfer requests to: Window World, 118 Shaver Street, N. Wilkesboro, NC 28659.

### General Limitations and Exclusions

1. Acts of God (hurricanes, tornados, flood, etc.), acts of war, riots, fire, modifications and vandalism are not covered by this warranty.
2. Color variance may occur between replacement parts and weathered original material.
3. Labor warranty does not transfer to Owner's transferee.
4. This warranty is exclusively for windows and patio doors installed by the Company. Any additional products, such as entry doors and storm doors, installed by the Company, in conjunction with the window and/or patio door contract will carry the warranty provided by their manufacturer.
5. Caulking - To seal window frame or trim package against water and/or air filtration, caulking may be necessary on some installations. Caulking maintenance is the responsibility of the homeowner. It is not considered part of the product and is not covered under the warranty.
6. Condensation - On windows and patio doors, condensation may occur as the natural result of humidity within a home or changes in interior/exterior temperature. It does not indicate a product defect. The warranty covers neither condensation, nor frost, nor freezing from condensation on the windows or patio doors.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### WARRANTY COVERAGE BEGINS WITH PROJECT COMPLETION AND FINAL PAYMENT.

#### Installation Warranty

This INSTALLATION WARRANTY covers defects in the workmanship and materials for a period of **two years** from the date of substantial completion. During the warranty period, should your Window World windows, doors or siding fail to perform according to our specifications due to improper original installation, we will bring the workmanship up to our professional standards, at no cost to you.

The INSTALLATION WARRANTY does not extend to labor/services performed by anyone other than the original authorized installer, nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation. This warranty does not cover problems that result from abuse, accident, misuse or problems arise from natural disaster.

The INSTALLATION WARRANTY guarantees the following items:

- All work will be performed in a good and workmanlike manner
- All material used on your install will be new and of high quality
- That all work will conform to requirements of the contract documents
- All materials (caulking, trim, capping, and window foam) used to install Windows, Siding, or Doors will be applied in a professional manner to industry standards

I acknowledge that I have read the above warranty and understand.

ERJ  
Initial

#### WAIVER OF MAINTENANCE AGREEMENT

I hereby certify that the terms and conditions of the Maintenance Agreement offered by the seller have been fully explained to me. I understand that by declining to elect this service at this time in no way voids my two (2) year installation warranty.

Customer Signature

Date

# Window World

## MAINTENANCE AGREEMENT

Customer Name: Ellis Robinson Jr or The Merger Group LLC Customer ID: 521437 Phone #: 832-707-7612  
 Address: 5430 Canterway Drive City: Houston State: TX Zip: 77048  
 # of Windows: 7

The service provider, Window World Maintenance Division, agrees to provide maintenance on windows purchased from Window World for seven (7) years from date of completion of the original installation of your Window World windows. Service activities will be performed in accordance with the terms and conditions below. Maintenance agreements purchased after the windows have been installed and outside of the original two (2) year labor warranty will be effective from the purchase date of the maintenance agreement and in effect for five (5) years.

**Maintenance Includes:**

- Re-seal windows as needed, including resetting windows and repairing trim/caulk if required.
- Replace screen fabric as needed.
- Upon request, assess/maintain operational components of windows. Includes lubricating balances, inspecting weep holes for proper drainage, examining windows for glazing integrity, and checking locks, bulb seals, weather-stripping and vent locks.
- Provide summary of work performed.
- Priority service scheduling.

The fee for the service provided under this agreement shall be \$\_\_ included on estimate \_\_\_\_. Payment is due upon signing. This agreement is transferrable for a fee of \$50. This service is for residential properties only and excludes all commercial properties. The undersigned owner acknowledges and agrees that the information above is correct and complete.

### WINDOW WORLD MAINTENANCE TERMS AND CONDITIONS

1) Pricing: The cost will be tiered based upon the following criteria (please circle):

- **\$295 for up to 14 windows ordered**
- \$395 for 15-28 windows ordered
- \$495 for 29-42 windows ordered

2) Provisions of Services: The owner and service provider have agreed that the services are provided on an as-requested basis to fulfill Window World's responsibility to maintain the aesthetics and seal of the window.

3) Owner's Obligation for Window Maintenance: The owner must promptly notify the service provider of any known defects, problems, or complaints.

4) Access: The owner will clear all obstructions from the area of the window(s) requiring service.

5) Act of God Exclusion: The service provider shall not be liable for damages resulting from flooding, earthquakes, hurricanes, or any other acts of God.

6) Any work done by a non-certified Window World installer voids any warranty and/or agreements.

Amount: \_\_\_\_\_ Check # \_\_\_\_\_ or I authorize Window World to run the following credit card

CC#: \_\_\_\_\_  
 DocuSigned by:  
Ellis Robinson Jr  
 Customer Signature Date 1/27/2023

Exp: \_\_\_\_\_ CVS: \_\_\_\_\_  
Dan [Signature]  
 WW Representative Date 1/27/2023