



MERCURY / EXCELUM Inc.

LIFETIME LIMITED WARRANTY VINYL WINDOWS

The vinyl extruder warrants to all purchasers of its MERCURY vinyl windows that its vinyl will not blister, corrode, flake, peel, rot or warp under conditions of ordinary wear, because of manufacturing defects in the extrusions, for as long as you own the property in which the windows are installed.

For a period of TWENTY (20) YEARS non-prorated from the date of installation, insulated glass will be free of material obstruction of vision resulting from dust or film formation between the interior glass surfaces caused by loss of the hermetic seal due to faulty manufacture of the unit of the glass. The foregoing warranty applicable to insulated glass will be void under any of the following circumstances: (1) If it is damaged in handling or installation; (2) If it is subjected to stresses resulting from localized application of heat the cause excessive temperature differentials over the glass surfaces or edges; and/or (3) If strain is applied to it by movement of the building. Glass shall not be regarded as defective unless the conditions exceed those imperfections allowable with Federal Specification DD-044516. This guarantee does not cover glass breakage for any cause whatsoever. Condensation on the outer surfaces of the glass may occur as the natural result of humidity within the building and the interior/exterior differentials in temperature, and is not an indication of a defect in the window, and would not be included in this warranty. Nor does it cover frost or freezing from condensation on the windows.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS OF PURPOSE. ENFORCEABILITY OF THIS WARRANTY IS LIMITED TO THE ORIGINAL CONSUMER PURCHASER UNDER NO CIRCUMSTANCES WILL MERCURY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT. THIS WARRANTY COVERS ONLY MANUFACTURING DEFECTS AND DOES NOT INCLUDE DEFECTS OR DAMAGES CAUSED BY NORMAL DETERIORATION, ACCIDENTS, FIRE, FLOODS, ACTS OF GOD, FAULTY INSTALLATION, VANDALISM, ABUSE, NEGLIGENCE OR FAILURE TO PERFORM REASONABLE AND NECESSARY MAINTENANCE.

THIS WARRANTY DOES NOT COVER NORMAL WEAR OF DISCOLORATION ON FINISHES OR ANY PRODUCT WHICH HAS BEEN ABUSED, MISUSED, WORN OUT, ALTERED, USED FOR A PURPOSE OTHER THAN THAT FOR WHICH IT WAS INTENDED OR IN A MANNER INCONSISTENT WITH ANY INSTRUCTIONS REGARDING ITS USE, NOR DOES IT COVER PRODUCTS WHICH ARE NOT DESIGNATED AS CORROSION RESISTANT WHEN USED IN CORROSIVE ENVIRONMENTS.

UNIFORM FADING AND COLOR CHANGE OF THE MAIN WINDOW FRAME AND SASH FRAME ARE NOT COVERED BY THIS WARRANTY, SINCE NORMAL WEATHERING AND THE NORMAL AGING PROCESS WILL CAUSE ANY COLORED SURFACE TO FADE, DARKEN, CHALK OR ACQUIRE A SURFACE ACCUMULATION OF DIRT OR STAINS. THE SEVERITY OF THESE CONDITIONS DEPENDS ON AIR QUALITY, THE GEOGRAPHICAL LOCATION OF YOUR PROPERTY AND OTHER LOCAL CONDITIONS OVER WHICH MERCURY HAS NO CONTROL. NORMAL WEATHERING IS DEFINED AS EXPOSURE TO SUNLIGHT AND EXTREMES OF WEATHER AND TEMPERATURE. NON-UNIFORM FADING AND COLOR CHANGE OF THE MAIN WINDOW FRAME AND FRAME SASH RESULTING FROM UNEQUAL EXPOSURE OF SURFACES TO THE SUN ELEMENTS ARE NOT COVERED BY THIS WARRANTY.

IT IS THE RESPONSIBILITY OF THE HOMEOWNER TO CONTACT THE WINDOW DEALER/INSTALLER IN WRITING DESCRIBING ANY OPERATING DIFFICULTIES OR DEFECTS. THE DEALER/INSTALLER IS RESPONSIBLE FOR MAKING THE SERVICE CALL TO THE HOUSE, NOT THE MANUFACTURER.

IF YOU SUSPECT A DEFECT OR OPERATING PROBLEM IN YOUR WINDOW, YOU MAY CONTACT THE WINDOW MANUFACTURER ONLY IF YOU ARE UNABLE TO LOCATE THE DEALER/INSTALLER. A REPRESENTATIVE OF THE DEALER/INSTALLER OR MANUFACTURER SHALL BE ALLOWED TO MAKE AN INSPECTION OF THE WINDOW(S) TO DETERMINE VALIDITY OF ANY CLAIM.

THIS WARRANTY COVERS MATERIAL ONLY, AND MERCURY WILL NOT ASSUME ANY EXPENSE INVOLVED WITH THE REMOVAL OR RE-INSTALLATION OF ANY REPLACEMENT PART OR PARTS. ALL MERCURY COMPONENTS NOT SPECIFICALLY MENTIONED ABOVE WILL BE FREE FROM MANUFACTURING DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 1 YEAR FROM DATE OF MANUFACTURE UNDER NORMAL USE AND SERVICE AND WHEN PROPERLY INSTALLED. IN THE EVENT THAT MERCURY'S OBLIGATION UNDER THIS WARRANTY IS SOUGHT, THE PART OR PARTS THAT DO NOT CONFORM TO THIS WARRANTY MUST BE SHIPPED TO MERCURY. TRANSPORTATION CHARGES PRE-PAID. MERCURY WILL, AT ITS OPTION, REPLACE OR REPAIR WITHOUT CHARGE ANY DEFECTIVE PART OR COMPARABLE COMPONENT WITHIN A REASONABLE TIME.

The manufacturer reserves the right to discontinue or change any Mercury window as manufactured. If the part or component of the window originally installed is not available the manufacturer shall have the right to substitute a compatible part or component.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions 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.

This warranty will become effective upon certification that installation of the windows has been completed at the premises set forth below. If any questions arise concerning the performance of the manufacturer's obligation, please contact or write to your author.

MERCURY EXCELUM • 215 S. MAIN ST. • EAST WINDSOR, CONNECTICUT 06088

PURCHASER

Name _____

Address _____

City _____ State _____ Zip _____

DEALER

Name _____

Address _____

City _____ State _____ Zip _____

Installation Date _____

Invoice No. _____ Invoice Date _____

Model _____