

Each Window Defoggers Dealer offers their own limited ten-year warranty.

LIMITED WARRANTY

Thank you for choosing to use **Window Defoggers**. We have a high level of confidence in our products and services and are proud to offer the following warranty. **Your Window Defoggers Dealer** offers, subject to the conditions and restrictions contained below, a **TEN (10) YEAR WARRANTY** for both Commercial* and Residential Defogging Services. The warranty period begins upon completion of the Service. The warranty is fully transferable as long as the original receipt is produced for any warranty claims. All claims under this warranty must be made in writing to **Your Window Defoggers Dealer** within thirty (30) days of discovery of any damage or defect. **Your Window Defoggers Dealer** shall provide:

DEFOGGING SERVICE

1. Re-servicing of your window(s) if visible water, or water droplets, remains between the window panes more than twelve (12) weeks after the Window Defoggers installation. A complete refund***, of the purchase price will be given if we are unable to remove the moisture from between the window panes within the first year after installation.
2. A replacement window** if breakage should occur, when related to any willful or negligent act or omission of **Your Window Defoggers Dealer** or its employees and agents in the performance of the Work.

GLASS REPLACEMENT SERVICE

Your Window Defoggers Dealer is proud to offer Glass Replacement for windows that are not repairable. We provide a ten (10) year warranty against all defects in material, workmanship and seal failure from the date of original installation. In the case of seal failure during the warranty period, **Your Window Defoggers Dealer** reserves the right to Defog rather than Replace the IG unit. Warranty does not apply to any IG unit installed over 15 degrees from vertical. The Warranty is fully transferable for the Warranty Period as long as the original receipt is produced for warranty claims.

Your Window Defoggers Dealer shall not be liable in any way for damage or defect due to (1) accident, mishandling, or improper use; (2) negligent operation; (3) improper maintenance; (4) fire, flood, earthquake, storm, tornado, acts of nature, or any other cause beyond the control of **Your Window Defoggers Dealer**; (5) damage caused by chemicals, salt, acid rain, airborne pollutions or application of corrosive substances; (6) use of the product for purposes other than those for which it was designed; (7) unauthorized attachments, repairs or modifications; (8) mineral deposits, etching or pitting of window glass; (9) water seepage due to improper caulking or faulty trim; (10) high pressure spraying or cleaning; or (11) any other abuse or misuse by the original purchaser or subsequent user. All disclaimers and exclusions contained herein apply under all conditions.

LIMITATION ON LIABILITY

This limited warranty sets **Your Window Defoggers Dealer's** maximum liability for its products. **Your Window Defoggers Dealer** shall not be liable for special, indirect, consequential or incidental damages. Your exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. **Your Window Defoggers Dealer** shall in no event be liable for any consequential or incidental damages of any kind, however occasioned, whether by negligence or otherwise. **Your Window Defoggers Dealer** makes no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for particular purpose to the original purchaser or any subsequent user of the product, except as expressly contained herein. The remedies contained herein shall be sole and exclusive. In the event applicable law precludes exclusion or limitation or implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provide express warranty stated herein. In all events, this warranty is solely limited to, and shall not exceed, the purchase price paid.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY **YOUR WINDOW DEFOGGERS DEALER**, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

ADDITIONAL DISCLAIMERS

1. On rare occasions, windows may be too far gone to be repaired and this will only be discovered after the repair service has been initiated. There will be no charge for work performed on such windows should this occur. However, this is considered a pre-existing condition and **Your Window Defoggers Dealer** will not install micro valves on such windows and will not be responsible or liable for any further action.
2. If a window breaks during the Defogging or Preventative Service the window will be replaced as outlined in the Warranty above but the customer shall still be responsible for the quoted price of "defogging" or "preventative" service.
3. A "defogged" window is considered a success if it had been restored to 90% or better clarity as compared to a new window. Occasionally faint remnants of mineral deposits, hazing, river bedding, streaking, etc. may remain. This is considered normal and acceptable.

* Commercial installations are any installation of Window Defoggers products determined by **Your Window Defoggers Dealer** to be in a building that is, or becomes, commercially zoned or commercially used.

** Choice of replacement window shall be sole discretion of **Your Window Defoggers Dealer**. Where practicable, a window comparable to the original window shall be provided.

*** The refund will be at the sole discretion of **YOUR WINDOW DEFOGGERS DEALER**.