



POZZI WINDOW COMPANY
P.O. BOX 5249
BEND, OR 97708

Warranty 10-2-92 to 1-30-94

POZZI Windows, Patio Doors and Component Parts
ONE YEAR LIMITED WARRANTY

POZZI WINDOW COMPANY guarantees and warrants, subject to the conditions and restrictions stated below, that its POZZI windows, patio doors, and component parts thereof, and any other product manufactured by POZZI WINDOW COMPANY, shall be free from any defects in materials or workmanship for one (1) year from the date of original installation. This warranty applies to the "original purchase order." The term "original purchaser" as used in this warranty, means the contractor/purchaser and the initial owner of the structure in which the window or door is installed. This warranty is not assignable. The contractor/purchaser is responsible to assure that the initial owner of the structure receives a copy of this warranty, however, the failure to do so will not subject the Company to any express or implied warranties or liabilities in excess or the above express warranties and liabilities. Should any such product or component part be proven to be defective during this one (1) year period, POZZI WINDOW COMPANY shall, at POZZI WINDOW COMPANY'S option, either 1) repair any such product without charge; 2) furnish a replacement product or component, without charge and shipped freight prepaid to the person making the warranty claim, or 3) refund the original purchase price of the defective product or component.

IN NO EVENT SHALL POZZI WINDOW COMPANY PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL OR REPLACEMENT PRODUCT OR ANY REPLACEMENT PART, OR FOR ANY OTHER INCIDENTAL COSTS RELATED THERETO.

This warranty is valid only when products covered by this warranty are installed, finished and maintained according to POZZI WINDOW COMPANY'S written installation instructions. This warranty does not cover 1) component parts which have been damaged by accident, mishandling or improper use, 2) component parts which have been subjected to negligent operation, 3) screen or glass, 4) damage resulting from Improper installation, or 5) damage caused by fire, flood, act of God, earthquake, storm, tornado, or any other cause beyond the control of POZZI WINDOW COMPANY.

THIS WARRANTY SETS FORTH POZZI WINDOW COMPANYS MAXIMUM LIABILITY FOR ITS PRODUCTS. POZZI WINDOW COMPANY SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. POZZI WINDOW COMPANY MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS PRODUCTS. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTY AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

Claims under this warranty must be made in writing prior to the expiration of the one year warranty period and prior to the beginning of any repair work to POZZI WINDOW COMPANY, Warranty Claims, P.O. Box 5249, Bend, Oregon 97708. Written claims must detail the original date of installation, nature of the problem, and name, address and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the foregoing in writing and is received by POZZI WINDOW COMPANY prior to the expiration of the one (1) year warranty period POZZI WINDOW COMPANY reserves the right to have any of its products, alleged to be defective, field inspected by a POZZI WINDOW COMPANY representative. No distributor, dealer or representative of POZZI WINDOW COMPANY has the authority to change or modify this warranty, either orally or in writing, in any respect.

This limited warranty is effective for all products manufactured by POZZI WINDOW COMPANY after October 1, 1992, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by POZZI WINDOW COMPANY prior to October 2, 1992.



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TEN YEAR/ONE YEAR WARRANTY

POZZI WINDOW COMPANY guarantees and warrants, subject to the conditions and restrictions stated below, that each POZZI WINDOW COMPANY Insulated Glass Unit, and all other Insulated Glass Units manufactured by POZZI WINDOW COMPANY, shall be free from any material obstruction to vision due to film formation or dust collection on the interior glass surfaces resulting exclusively from failure of the hermetic seal, other than through glass breakage, for ten years from the date of its manufacture, unless such Insulated Glass Unit contains internal muntins in which case such guarantee and warranty shall be limited to one (1) year from the date of manufacture. This warranty applies to the original purchase order. The term "original purchaser" as used in this warranty, means the contractor/purchaser and the initial owner of the structure in which the window or door is installed. This warranty is not assignable. The contractor/purchaser is responsible to assure that the initial owner of the structure receives a copy of this warranty, however, the failure to do so will not subject the company to any express or implied warranties or liabilities in excess of the above express warranties and liabilities.

If any such failure occurs during the first ten (10) years from the date of such units manufacture, or during the first year from the date of manufacture for units containing internal muntins, POZZI WINDOW COMPANY will ship a replacement unit, without charge, to the shipping point nearest the installation.

IN NO EVENT SHALL POZZI WINDOW COMPANY PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL INSULATED GLASS UNIT OR THE REPLACEMENT UNIT, OR ANY OTHER INCIDENTAL COSTS RELATED THERETO. THIS SHALL BE POZZI WINDOW COMPANY'S MAXIMUM LIABILITY UNDER THE WARRANTY. POZZI WINDOWS MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS INSULATED GLASS UNITS. ANY FURTHER CLAIMS DUE TO SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGE ARE EXCLUDED FROM THIS WARRANTY. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH IMPLIED WARRANTY AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

This warranty shall not apply to units sold or installed outside the United States, Canada or Japan, or to units damaged in handling or in installation. This warranty shall also be void if the unit is subjected to stresses resulting from localized application of heat causing excessive temperature differentials over the glass surfaces or edges, excessive vibration or a movement of building or foundations.

Claims under this warranty must be made in writing as soon as practicable after discovery of the defect and in all events within the applicable warranty period and prior to the beginning of any repair work to POZZI WINDOW COMPANY, Warranty Claims, P.O. Box 5249, Bend, Oregon 97708. Written claims must detail the nature of the problem and the name, address, and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the forgoing in writing and is received by POZZI WINDOW COMPANY prior to the expiration of the applicable one (1) or ten (10) year warranty period. POZZI WINDOW COMPANY reserves the right to have any unit alleged as being defective under this warranty, field inspected by a qualified factory representative and returned to the factory. No distributor, dealer or representative of POZZI WINDOW COMPANY has the authority to change or modify this warranty, wither orally or in writing, in any respect.

This limited warranty is effective for all products manufactured by POZZI WINDOW COMPANY after October 1, 1992, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by POZZI WINDOW COMPANY prior to October 2, 1992.