



**THOMPSON CREEK**  
WINDOW COMPANY®

## **THOMPSON CREEK BUYER PROTECTION GUARANTEE**

*We are so sure that your Thompson Creek products offer you the greatest value for your money that...*

- 1. Thompson Creek guarantees that every consumer will receive the same applicable discounts and rebates on the same scope of work on the same day.<sup>‡</sup>**
  
2. If within 30 days of the date you enter into your contract with Thompson Creek, you find a comparable product and installation service with all of the Thompson Creek features (listed in our feature and benefits chart provided to you) for a lower price, we will refund the difference plus pay you an additional \$25.00 for your trouble. <sup>†</sup>
  
3. If, within 30 days of the installation date of your Thompson Creek products, you are not completely satisfied with the quality of the product and/or installation, Thompson Creek will first work to resolve your problem, but if not resolved, Thompson Creek will allow you to return your Thompson Creek products for a refund. <sup>††</sup>

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1a <sup>‡</sup>If you become aware of any promotion or incentive that may have been in effect at the time of your entering into a contract with Thompson Creek, but was inadvertently not applied, contact Thompson Creek to arrange for a refund. If Thompson Creek becomes aware of any promotion or incentive that may have been in effect at the time of your entering into a contract, but was inadvertently not applied, Thompson Creek will contact you to arrange for a refund.

2a <sup>†</sup>If you find a legitimate advertised price for any product(s) with all of Thompson Creek's product features, send us a hard copy by mail of the advertised price, and we will refund the difference plus pay you \$25.00. This guarantee does not apply to typographical errors, mail-in rebate offers, or bonus or free offers. The terms of this guarantee are subject to change without notice. Thompson Creek retains the sole right to reject lowest price guarantee requests that do not sufficiently meet the requirements outlined above or do not provide sufficient proof of a lower competitive price on a similar product.

3a <sup>††</sup>To be eligible, the job contract must be paid in full. You must notify Thompson Creek in writing within thirty (30) days of completion of installation. Thompson Creek will then have ninety (90) days to remedy your concern. If at the end of ninety (90) days, Thompson Creek is unable to reasonably resolve your concern, you must replace the Thompson Creek product(s) with new replacement product(s) and make the Thompson Creek product(s) available for pickup by Thompson Creek. This guarantee does not apply to condensation, which forms on a window as a natural result of excessive moisture in the house. Additional information concerning condensation is available upon request. This guarantee does not apply to any damage caused by occurrences beyond the control of Thompson Creek, such as removal, repair, or re-installation of any Thompson Creek products or components by other than Thompson Creek, any intentional acts, or any acts of God.

## **HOW TO OBTAIN WARRANTY SERVICE:**

To submit a claim, a copy of this warranty and a copy of the Owner's sales agreement must be submitted in writing by registered mail to Thompson Creek at 5000 Philadelphia Way, Lanham, Maryland 20706, along with a brief explanation of the claim. Claims must be submitted to Thompson Creek promptly after discovery of the claimed defect and within the applicable warranty period. Thompson Creek will then schedule an appointment to inspect the premises and the warranty claim within a reasonable period of time after having received the claim. Except as to the clogging of the Gutter System, which is discussed below, if after inspection, Thompson Creek determines that a valid claim exists under one or more of the warranties, Thompson Creek will repair, re-install, replace, or refund the purchase price of the failing Thompson Creek product, component, or service, at Thompson Creek's option. If Thompson Creek determines to replace any or all product(s) or component, and if such product(s) or component, as originally installed, are no longer available, Thompson Creek shall have the right to substitute product(s) designated by Thompson Creek to be of equal quality. Replacement of a product or component does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. If, at Thompson Creek's option, a purchase price refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement, or removal of Thompson Creek's products shall become the sole responsibility of the Owner. As to the clogging of the Gutter System, in the unlikely event that the Gutter System and/or downspout are clogged, Thompson Creek, at its sole option, shall either unclog or replace the impeded gutter and/or downspout section at no cost to the Owner. In the event that the hood is damaged, Thompson Creek shall replace the damaged section of the hood only at no cost to the Owner. No warranties are valid unless and until the Owner has made full payment under the original Thompson Creek sales agreement and addenda and any change order(s) thereto. Non-warranty calls for repair or adjustment may result in a service charge.

## **WHAT IS NOT COVERED:**

These warranties are granted by Thompson Creek to the Owner only and only products purchased from and installed by Thompson Creek are covered by these warranties. All warranties terminate immediately upon the transfer of home ownership, unless the terms of transfer, if permitted, are met (see "How to Transfer These Warranties"). All warranties assume normal and reasonable use of Thompson Creek-installed products or components. Minor color or textural variations from lot to lot of product are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of Thompson Creek, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any Thompson Creek-installed products or components by other than Thompson Creek, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use, vandalism, or pollution. These warranties also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product and/or caulking as reasonably necessary. These warranties do not apply to damages due to or arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved.

The Gutter System WILL NOT ELIMINATE OR HELP ELIMINATE ICE FORMATION OR ICICLES ON THE OWNER'S EAVES. Ice formation is mostly caused by factors not related to the Gutter System. In fact, the Owner(s) will probably see more ice (icicles) on the outside of the Gutter System, as conventional gutters tend to collect ice inside the trough whereas the Gutter System is shaped to discourage anything from entering the trough except (liquid) water. THEREFORE, IT IS NORMAL TO SEE ICICLES ON THE OUTSIDE OF THE GUTTER SYSTEM. THIS CONDITION CAN BE SEVERE IN SITUATIONS WHERE THERE IS EXCESSIVE HEAT LOSS FROM THE OWNER'S ROOF. PLEASE EXAMINE YOUR ROOF AND EAVES ON A REGULAR BASIS IN COLD WEATHER AND SAFELY CLEAR OFF ANY DANGEROUS OR OVERHANGING ICICLES. Thompson Creek makes no representation regarding the elimination or prevention of ice formation with the installation of the Gutter System. In regions where tree sap or pine resin is prevalent in excessive amounts, the exposed surface of the Gutter System may require periodic rinsing to prevent organic build-up and minor runoff. The geographic location, the quality of the atmosphere, and other local factors may contribute to the severity of these conditions. This warranty applies to the Gutter System only, and does not apply to any underground drain systems. This warranty does not cover leaves, debris, or any discarded foliage sticking to the hood of the Gutter System, or damage caused by falling tree limbs.

## **WHAT VOIDS THESE WARRANTIES:**

Installation, removal, painting, repair, adjustment, tampering, or re-installation of any Thompson Creek products or components by other than Thompson Creek voids any and all warranties within this document, and Thompson Creek expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

## **REMEDIES AND RIGHTS:**

These warranties of Thompson Creek products and services are the only expressed warranties provided by Thompson Creek. No employee, representative, agent, or any other person, has authority to assume or incur on behalf of Thompson Creek any obligation, liability, or responsibility in place of or in addition to these warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION BY THE ORIGINAL OWNER OF THE HOME ON WHICH THOMPSON CREEK PRODUCT IS INSTALLED. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THOMPSON CREEK'S LIABILITY TO THE OWNER (OR ANY SECONDARY HOMEOWNER) UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY THOMPSON CREEK FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE OWNER. IN NO EVENT SHALL THOMPSON CREEK BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF THOMPSON CREEK PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **HOW TO TRANSFER CERTAIN WARRANTIES:**

Subject to the other terms and conditions contained in this document, the warranty set forth under the heading "Transferable Limited 50-Year Manufacturer's Warranty" and only that warranty, is transferable by the Owner to a subsequent homeowner of the home where the products are installed and the subsequent homeowner shall be entitled to a warranty period of 2 years on such transferred warranty. The Owner may transfer the Limited 50-Year Manufacturer's Warranty only once, and the transferee will then assume all rights of the Owner for purposes of that warranty for the 2-year coverage period. To transfer the Limited 50-Year Manufacturer's Warranty, the Owner must request by certified mail, within 30 days of settlement, an inspection and re-certification of the window(s) by Thompson Creek, and upon inspection and re-certification to the satisfaction of Thompson Creek or upon Thompson Creek's waiver of such inspection and re-certification, the Limited 50-Year Manufacturer's Warranty shall transfer to the subsequent homeowner. Please mail warranty requests to Thompson Creek, ATTN: Warranty Transfer, 5000 Philadelphia Way, Lanham, Maryland 20706. No other or further transfers of the Limited 50-Year Manufacturer's Warranty or any other warranty is permitted.