

# Palmetto

## —SERIES—

### DEALERS SUPPLY AND LUMBER CO., LLC 50 YEAR LIMITED WARRANTY

**IMPORTANT NOTICE: Read this entire Dealers Supply & Lumber Company, LLC 50 Year Limited Warranty for Palmetto Series Windows (“Limited Warranty”) before purchasing or installing this Palmetto Series Windows product (the “Product”). Refer to the Palmetto Series Windows Owner’s Manual for the required care and maintenance of the Product. By installing or using the Product, you are acknowledging that this Limited Warranty is part of the terms of sale.**

This Limited Warranty applies to Palmetto Series Windows by Dealers Supply & Lumber Company, LLC. Dealers Supply & Lumber Company, LLC (“DSL”) warrants that its Palmetto Series Windows will be free from defects in materials and workmanship for a period of fifty (50) years from the date of manufacture with certain terms and exclusions outlined below. DSL, at its sole discretion, will repair, replace, or refund the original purchase price of Palmetto Series Windows products found to be defective. This Limited Warranty does not cover repairs or replacement due to improper installation or handling, abuse of the Product, vandalism, accidents, or Acts of God. This Limited Warranty applies for as long as the original purchaser/present property owner shall own and occupy the property.

#### “Defect” Defined

The word “defect” as used in this Limited Warranty is defined as an “impropriety that materially impairs the use of the Product.”

#### Vinyl and Composite Profiles

Vinyl and Composite main frame and sashes, solid colors, and SuperCap, will be free from manufacturing defects resulting in peeling, blistering, flaking, checking, crazing, rotting, or corroding, or color fade of more than  $\Delta E = 5$  Hunter Units (ASTM D-2244) under normal use and service conditions, for a period of fifty (50) years from the date of manufacture by DSL.

#### Interior Laminations

Interior laminations, as applied to its extrusions, will be free from manufacturing defects resulting in peeling, blistering, or flaking, under normal interior, dry use and service conditions, for a period of fifty (50) years from the date of manufacture by DSL.

#### Insulated Glass

Insulated glass manufactured with Truseal’s Duralite insulating glass spacer system is warranted not to show material obstruction of vision resulting from film formation caused by moisture between the interior of glass surfaces due to failure of the airtight seal under normal use & service. All insulated glass has an allowable imperfection range in accordance with ASTM C1036-90. If glass should fail prior to Year 20, DSL will provide a replacement IG unit at no charge. If glass should fail after Year 20, DSL will allow a percentage of the company’s selling price for insulated glass at that time: Years 21-50 at 50%.

#### Hardware and Attachments

Hardware and attachments are warranted against defects, under normal use and service, for a period of fifty (50) years from the date of manufacture by DSL.

#### EXCLUSIONS

Damage, defects, or problems resulting from causes outside of DSL’s control are excluded from coverage under this Limited Warranty. Such causes include, without limitation:

#### Installation, Maintenance, Condensation, and Acts of God

Any condition attributable to the installation of the Product  
Misuse, abuse, modification, alteration, accident, negligence, vandalism, or improper handling, Shifting, settling, movement, or vibration of the structure in which the Product is installed Interior or exterior condensation, mold, mildew, fungus, or insects Minor cosmetic improprieties Normal wear and tear; normal weathering; nor-

mal discoloration or fading of finishes Wood components including, but not limited to, wood extension jambs Variation in wood color, texture, or grain Extreme weather events, extreme or unusual atmospheric conditions, war, insurrection, civil unrest, terrorism, or other Acts of God

#### DISCLAIMERS AND LIMITATIONS

##### Disclaimers

**This Limited Warranty is the only warranty, written or oral, express or implied, provided by DSL. No dealer, employee, or agent of DSL, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of DSL. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. DSL disclaims any and all warranties for defects that are obvious or should be obvious upon inspection by the customer if the customer fails to make such inspection prior to use or installation or if the customer makes such an inspection and fails to inform DSL of such defect within a reasonable time. Any product or component not specifically subject to this Limited Warranty or another written DSL product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY DSL PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE OR REFUND.**

##### Limitations of Warranty and Liability

**IN NO EVENT WILL DSL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS. IN NO EVENT WILL DSL’S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT.** The Limitations of Warranty and Liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose. **This Limited Warranty to corporations, partnerships, government agencies, organizations, or other non-residential entities is limited to twenty (20) years from the date of manufacture by DSL and subject to the same conditions as stated herein.** Labor costs associated with the removal, installation or reinstallation of windows and doors covered under this Limited Warranty are not included. Quality of installation may be covered under other warranties as provided by the installing dealer. All DSL provided job site labor charges for defects in products would be at then prevailing rates. Shipping and packaging costs associated with the replacement of defective parts will be at then prevailing rates. This Limited Warranty terminates after fifty (50) years from the date of manufacture by DSL of the Product regardless of when the breach of warranty occurred and regardless of whether the customer has or should have discovered a breach of warranty by that date or not. The customer agrees that it will not make any claim or demand, or file any action or lawsuit under this warranty unless such claim, demand, action, or lawsuit is made or filed within fifty (50) years of the date of manufacture by DSL, and that the customer will not assert that the warranty period is or has been tolled due to the customer’s inability to discover the breach of warranty.

##### Limited Warranty Claims

All Limited Warranty claims must be made no later than ninety (90) days after the appearance of the defect. All Limited Warranty claims must be made in writing to **Dealers Supply & Lumber Company, LLC, 105 Airport Road, Greenville, South Carolina 29607** and must include the following information:

1. Claimant’s name, address, phone number, and installation address (if different);
2. Description of product, purchase price, date and location of purchase, and copy of invoice; and
3. Description of product defect (photos may be included).