

Limited Warranty

Effective November 1, 2010



U S Block Windows, Inc., manufacturer of Hy-Lite® Acrylic Block, Glass Block and Decorative Glass products, provides the following Limited Warranty which covers only those manufacturing and material defects, as specified herein and does not include defects or damages attributable to faulty or improper installation; normal weathering; defects caused by accident, fire, flood, acts of God, vandalism, riot or civil disorder; misuse; abuse by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere; mildew; building settlement or structural failures of walls or foundations; stresses resulting from localized heat which causes excessive temperature differentials over the acrylic block surface edges or occurrences beyond Hy-Lite's® control.

Approved care, cleaning and installation instructions are available on the Company's websites at: www.usblockwindows.com and www.hy-lite.com or by contacting Customer Service at 850-473-0555.

Condensation on Acrylic Block, Glass block or Decorative Glass windows, which may occur as the natural result of humidity within the house or building and interior/exterior temperature differentials, does not indicate a defect in the window and is not included in this Warranty.

DESIGN SERIES ACRYLIC BLOCK WINDOWS:

Limited Lifetime Warranty

Hy-Lite® warrants to the original resident purchaser/property owner, that any Hy-Lite® Design Series Acrylic Block product will be free from defects in material and workmanship within industry tolerances for discoloring and change in light transmission in excess of 8% when tested in accordance with the procedure specified in ASTM-D-1003. This Warranty applies, under normal use and service, subject to the conditions and limitations herein listed, and as long as the original resident purchaser resides in the home in which the products were installed. This Warranty can not be assigned or transferred to subsequent homeowners. If repair or replacement is impractical, Hy-Lite® may elect to refund your original product purchase price.

CLASSIC SERIES ACRYLIC BLOCK WINDOWS:

5 Year Limited Warranty

Hy-Lite® Classic Series Acrylic Block products are warranted against discoloration, seal breakage, defective materials or workmanship for five (5) years. If such defects occur, Hy-Lite® will provide replacement parts at no charge. If replacement is impractical, Hy-Lite® may elect to refund your original product purchase price.

GLASS BLOCK WINDOWS:

5 Year Limited Warranty

Hy-Lite® Glass Block products are warranted against discoloration, seal breakage, defective materials or workmanship for five (5) years. If such defects occur, Hy-Lite® will provide replacement parts at no charge. Broken or Cracked glass blocks are not covered under any warranty. If replacement is impractical, Hy-Lite® may elect to refund your original product purchase price.

DECORATIVE GLASS WINDOWS:

5 Year Limited Warranty

Hy-Lite® Decorative Glass Windows include a 5-year limited warranty against fogging or seal failure of the insulated glass panel. If such defects occur, Hy-Lite® will determine if repair or replacement of the defective component is feasible, or may elect to refund your original product purchase price. Broken or Cracked glass is not covered under any warranty.

CLAIMS

To initiate a claim under this warranty, please contact the contractor who installed the product or the dealer who provided the product. In the event that the contractor or dealer is unknown, please contact Hy-Lite's® Customer Service department at 1-850-473-0555.

LABOR

Labor costs are not included under this Warranty and neither Hy-Lite® nor its distributors will be responsible for any costs incurred in the removal, replacement, installation or reinstallation of the Hy-Lite® acrylic block product or any part thereof, furnished by Hy-Lite® under this Warranty.

WARRANTY EXTENSION

The original Warranty period shall not be extended by any such repair or replacement, but any remaining Warranty time period shall continue in effect and be applicable under the terms and conditions of this Warranty to the repaired part or component of the Hy-Lite® product.

REPAIR PROCEDURE

This Warranty is limited to Hy-Lite®, at its option, repairing and/or replacing defective parts (color matching not guaranteed) free of charge to the warranty holder. If, after inspection, it is determined that the claim is valid in accordance with the provisions of this Warranty, and Hy-Lite® agrees, at its option, to repair or replace any defective part or component as warranted above. Purchaser/property owner will be required to provide proof of original home ownership or window purchase.

PRODUCT CHANGES

Hy-Lite® reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and Hy-Lite® determines to make replacement, Hy-Lite® shall have the right to substitute such part or component designated by Hy-Lite® to be of equal quality and price.

COMMERCIAL APPLICATIONS

If Hy-Lite® products are installed in a building operated as a multi-family dwelling or used for commercial purposes or rental properties such as schools, churches, apartment complexes, government owned structures, office buildings, etc., the Warranty applies for five (5) years under normal use and service and can not be transferred.

OTHER WARRANTY CONSIDERATIONS

On some window installations, caulking is used to seal the frames or trim package against water or air penetration. This caulking is applied when the window is installed and is not related to Hy-Lite's® synthetic caulking compound that is applied to the acrylic blocks during the manufacturing process. Therefore, caulking used in the installation of the window is not considered a part of the Hy-Lite® product, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the homeowner.

This Warranty is valid only if products manufactured by or approved by Hy-Lite® are used, but shall be void if accessory products not manufactured or approved by Hy-Lite® are installed which cause defects to occur in the Hy-Lite® products.

The warranty statements contained in this certificate set forth the only express warranties extended by U S Block Windows, Inc. manufacturer of Hy-Lite® Products and the provisions hereof shall constitute the purchaser's exclusive remedy for breach of this Warranty given under this certificate. U S Block Windows, Inc shall not be liable to property owner for incidental or consequential damages for breach of any written or implied warranty on the Hy-Lite® products.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitations of incidental or consequential damages, so that the above limitation or exclusion may not apply.

This Limited Warranty gives specific legal rights. There may be other rights which may vary from state to state.