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Original Window Inc. INSTALLATION WARRANTY

This Limited Warranty covers the installation of: provided by Original Window, Inc. and/or its division Original Window Services (individually and collectively, "Original Window").

1. **LIMITED ONE YEAR WARRANTY:** Subject to the limitations set forth below, Original Window warrants to its customer that the Products will be free from defects or failure cause by improper installation for a period of (1) year from the date of installation. The total warranty period for any Products shall not exceed one (1) year from the date of installation.
2. **EXCEPTIONS TO WARRANTY:**
 - A. The Limited Warranty set forth in Section 1 does not cover defects, damage to the Products or Product failure caused by:
 - (1) a defect or failure in any product not manufactured by Original Window, including, but not limited to, a product installed but not manufactured by Original Window;
 - (2) loads in excess of Original Window's recommended grate/rail/frame load factor for such Product;
 - (3) shipping, or improper handling by others;
 - (4) improper storage, installation, maintenance or repair by others;
 - (5) abuse, abnormal use or accident;
 - (6) use for a purpose or in a manner for which the Product was not included; or
 - (7) improper site design by others.
 - B. The Limited Warranty is VOID if:
 - (1) Original Window has NOT received final and complete payment for all services rendered; or
 - (2) Original Window has NOT received a sign off verifying that the services rendered by Original Window were completed as specified in the initial contract; or
 - (3) Any materials or other products not provided by, or authorized by Original Window, are terms of Section 6 below.
3. **EXCLUSIVE REMEDY:** Subject to compliance with the terms in Section 6 below, Original Window will, at its option and in its sole discretion, repair or replace any defective Products. **THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM ORIGINAL WINDOW, EXCEED THE SALE PRICE RECEIVED BY ORIGINAL WINDOW FOR THE PRODUCTS.**
4. **EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** THIS LIMITED WARRANTY, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR (PURPOSE), DO NOT COVER, AND ORIGINAL WINDOW WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, lost profits, the cost of removal, disassembly and shipment of the defective Products, injury to other property, loss of use, or other



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commercial losses or installation of any replacement Products. Where, due to operation of law, consequential and incidental damages under this Limited Warranty, under any other express warranty not negated hereby or under any implied warranty not negated hereby (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) cannot be excluded, such damages are expressly limited in amount to the sales price received by Original Window for the installation of the Products. This exclusion of consequential and incidental damages, and the provision of this Limited Warranty limiting remedies hereunder to repair or replacement, are independent provisions, and any determination that the limitation of remedies fails of its essential purpose or any other determination that either of the above provisions is unenforceable, shall not be construed to make the other provision unenforceable.

5. **EXCLUSION OF OTHER WARRANTIES:** This Limited Warranty is in lieu of all other warranties, express or implied. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.
6. **NOTICE TO ORIGINAL WINDOW:** Original Window will not pay for the cost of repair or replacement performed other than in accordance with this Limited Warranty. Subject to the terms of the Limited Warranty, Original Window will, at its option and in its sole discretion, repair or replace the defective Products caused by improper installation by Original Window provided;
 - A. The defect is reported to Original Window in writing within the applicable one (1) year warranty period;
 - B. Original Window authorizes return of the defective part for replacement or repair; and with a suitable letter and a copy of the purchase invoice. The letter should include a detailed written description of the defect and how and when the Product or a component part believed to be defective as covered by this Limited Warranty should be sent to:
 - C. Original Window Inc.
608 2nd Avenue
New Hyde Park, NY 11040
and should include Buyer's name and address, proof of purchase, and a brief description of the defects. Original Window will ship (freight collect) to Buyer Products repaired or replaced under this Limited Warranty.
7. **PRODUCT REPAIR:** Original Window's obligations under the Limited Warranty to repair any defective Products are subject to the following terms:
 - A. All repair work shall be provided by Original Window;
 - B. Buyer shall provide Original Window with a suitable work environment
8. **CHOICE OF LAW:** This contract shall be governed by, and construed in accordance with, the internal laws and judicial decisions of the State of New York, without regard for any choice of conflict of laws considerations.
9. **SEVERABILITY:** In the event any portion of this Limited Warranty shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of this Limited Warranty shall continue in full force and effect.