

Harry G. Barr Company – Supplemental Limited Lifetime Warranty

GLASS BREAKAGE AND SCREEN WARRANTY

GLASS

WeatherBarr Windows & Doors Lifetime Glass Breakage Warranty shall apply to the original purchaser of WeatherBarr windows residing in the home where originally installed.

This Supplemental Glass Breakage Warranty applies to breakage that may occur at the residence after installation and is for coverage of Retro-Fit products only. If such breakage should occur WeatherBarr will provide replacement insulated glass at no charge. The warranty must encompass the entire order of WeatherBarr windows for the residence. Supplemental Glass Breakage Warranty does not cover multi-family dwellings, rental properties or commercial structures. Tempered, laminated, etched, sandblasted, decorative stained glass, beveled, V-grooved, glass with exterior applied SDL bars, or glass with Decra-lead applied are excluded from this warranty coverage.

SCREENS

WeatherBarr will warrant the screen frame against flaking, peeling, and blistering for the life of the product. The fiberglass screen material contained within the frame shall be covered for the life of the product against insect damage, tears or punctures. If such damage occurs WeatherBarr will provide replacement parts or materials at no charge.

REPLACEMENT PARTS CLAIM PROCEDURES

All claims for replacement parts must be submitted in writing outlining the specific claim and be accompanied by a copy of the warranty certificate and original order number.

All claims must be mailed to:

Harry G. Barr Company
Customer Service Department
PO Box 10226
Fort Smith, AR 72917

This Supplemental Warranty is limited to replacement parts only. WeatherBarr will not be responsible for any costs of removal, replacement, installation or reinstallation of the glass, screens or any parts supplied under this limited warranty. WeatherBarr will provide the replacement parts FOB WeatherBarr Manufacturing location. Shipping and handling charges will be the responsibility of the claimant. WeatherBarr reserves the right to discontinue or change any product as manufactured. If the product, component part or particular color is not available, WeatherBarr shall have the right to substitute a compatible part or component.

WEATHERBARR MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES WEATHERBARR MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. WEATHERBARR SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR CONTINGENCY DAMAGES OR LOSSES FOR ANY BREACH OF WARRANTY OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS FOR ANY USE WHATSOEVER. OWNER AGREES THAT OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST WEATHERBARR SHALL BE FOR THE REPLACEMENT OF, OR REFUND OF, THE PRODUCT AS STATED HEREIN. WeatherBarr's total cumulative liability under this limited warranty is limited to the dollar amount of the Owners' original payment for the Product.

No modification or amendment of this limited warranty shall be binding on WeatherBarr unless made in writing and signed by its authorized representative. This document constitutes the entire limited warranty made by WeatherBarr.

The terms, conditions, covenants, and provisions contained in this limited warranty may be waived only in writing and signed by an authorized representative of WeatherBarr. The invalidity or unenforceability of any provision of this limited warranty shall not affect the validity and enforceability of any remaining provisions, and this limited warranty shall be construed in all respects as if any invalid or unenforceable provision is omitted.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.