

**ENERGY GROUP OF COMPANIES  
TWENTY YEAR LIMITED WARRANTY FOR EXTRUSIONS**

In this warranty, the following terms shall have the following meanings:

1. "Customer" shall mean the purchaser of Finished Products from Fabricator;
2. "Extrusions" shall mean the white rigid vinyl extrusions manufactured and sold by Royal to Fabricator and specifically excludes capstock and laminates;
3. "Fabricator" shall mean the original purchaser of the Extrusions, purchased for the purpose of fabricating Finished Products therewith;
4. "Finished Products" shall mean products which incorporate the Extrusions and are fabricated by Fabricator in accordance with Royal's recommendations, if any, and industry standards.

Royal Window and Door Profiles, Plant 14, ("Royal") warrants to Fabricator that for a period of twenty (20) years from the date of purchase of the Extrusions (twenty (20) years if Extrusions are coated with RoyalBond Spectra-Coat), subject to the terms and conditions herein contained, the Extrusions, as fabricated into Finished Products, will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering or non-uniform fading discoloration.

This warranty covers only manufacturing defects in material and workmanship of Royal and, without limitation, does not include any failure, defects or damages attributable to, or arising from or connected with, the fabrication of the Extrusions into Finished Products (including but not limited to improper or inadequate reinforcement and/or ventilation), failure to provide reasonable and necessary maintenance, improper maintenance (including inadequate air circulation around Finished Products), harmful fumes, chemicals, distortion or warping due to building heat, heat build-up, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, color change arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, accident, abuse, misuse, neglect, faulty or improper installation or design of Finished Products, staining or mildew, fire, flood, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail and Acts of God, accidental or intentional damage, vandalism and all other circumstances and causes beyond Royal's control.

This warranty does not apply if the Extrusions are painted or coated with any substance (other than with coatings produced by and applied in accordance with written instructions of Royal ("RoyalBond Spectra-Coat")) or used in Finished Products which are installed other than on a vertical plane.

**IMPORTANT:** Extrusions which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration and color changes resulting from unequal exposure of surfaces to the sun and elements). "Normal Weathering" is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any surface to fade, discolor, darken, chalk, or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of Finished Products, and other local conditions over which Royal has no control.

This warranty shall be for the exclusive benefit of Fabricator and may not be transferred and is void if (i) Fabricator does not warrant Finished Products to Customer for a period of time equal to or

exceeding twenty (20) years from the date of Customer's purchase of the Finished Products (twenty (20) years if Extrusions are coated with RoyalBond Spectra-Coat), and (ii) Fabricator's warranty is not in substance equivalent to and consistent with this warranty. The warranty granted by Fabricator to Customer shall be the sole responsibility of Fabricator.

Any claim under this warranty must be submitted in writing by Fabricator to Royal promptly after discovery of the defect claimed, describing with reasonable specificity such defect. Royal shall be entitled to require delivery by the Fabricator of whatever proof it requests to evaluate the validity of the claim. Royal, at its own discretion, shall determine whether a claim relating to RoyalBond Spectra-Coat is valid with reference to AAMA 615-02 standard and the RoyalBond Spectra-Coat application and quality control manuals and guidelines. By acceptance of the Extrusions, Fabricator agrees that any claim under this warranty will be subject to Royal's determination of validity and if Royal determines the claim is valid, any such claim is expressly limited, at the option of Royal, to one of (i) return the original purchase price paid for the defective Extrusions, (ii) provide replacements to the Fabricator for the defective Extrusions, which, in either event, are shipped to Royal, transportation prepaid, or (iii) in the case of Extrusions coated with RoyalBond Spectra-Coat, application of RoyalBond Spectra-Coat of similar color. The original warranty period shall not be extended by any replacement, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty to the replaced Extrusions.

Energy reserves the right to discontinue or change Extrusions or RoyalBond Spectra-Coat. If Extrusions or RoyalBond Spectra-Coat have been discontinued or are not available, Royal reserves the right to substitute extrusions of equal quality as may be compatible, provided in the event no compatible product is at that time manufactured by Royal, it shall not be required to create new dies or coatings for the purposes hereof. Royal shall in no event be liable for labor charges or other costs whatsoever in connection with repair, removal or installation of either original or replacement Extrusions.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF ENERGY, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SETS FORTH THE ONLY WARRANTY FOR THE EXTRUSIONS. IN NO EVENT SHALL ROYAL BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WITH RESPECT TO THE EXTRUSIONS OR FINISHED PRODUCTS AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT, TORT OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. YOUR EXCLUSIVE REMEDY SHALL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HEREIN CONTAINED. NO REPRESENTATIVE OF ROYAL OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY OR EXPRESS ANY OTHER WARRANTIES WITH RESPECT TO THE EXTRUSIONS.

ENERGY DISCLAIMS ANY AND ALL WARRANTIES FOR DEFECTS THAT ARE OBVIOUS UPON INSPECTION BY FABRICATOR EITHER IF FABRICATOR FAILS TO MAKE SUCH INSPECTION PRIOR TO USE OF OR IF FABRICATOR MAKES SUCH INSPECTION AND FAILS TO INFORM ROYAL OF SUCH DEFECT WITHIN NINETY (90) DAYS OF ITS RECEIPT OF EXTRUSIONS.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS CONTAINED HEREIN MAY NOT APPLY TO

YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, ALL OF WHICH VARY FROM JURISDICTION TO JURISDICTION.

**Royal Window and Door Profiles, Plant 14**

**6525 Hardeson Road  
Everett WA 98203**

**A MEMBER OF THE ROYAL GROUP OF COMPANIES  
ROYAL GROUP TECHNOLOGIES LIMITED**