

COMMERCIAL LIMITED WARRANTY

Customer: _____
Project Name: _____
Project Location: _____
Quote/Sales Order #: _____
Substantial Completion Date: _____

Peerless Products Inc., hereinafter called "Peerless", warrants all windows, doors and accessories against defects in workmanship and material for 10 years. Peerless warrants all inswing windows, doors and accessories against defects in workmanship and material for 15 years.

Peerless provides glass warranties consistent with those provided to us by our glass supplier. See our glass partner warranty attached. (Specifically, items 5 through 12.)

Peerless provides finish warranties consistent with those provided to us by our finish supplier. See our powder partner AAMA 2605 (D3000) warranty and AAMA 2604 (D2000) warranty attached.

Peerless' obligation under this warranty or under any implied warranty is limited to repairing or replacing (at Peerless' option) any part or parts that do not comply with the terms of this warranty. Under no circumstances will Peerless be liable for incidental or consequential damages including, but not limited to, damage to or loss of any property and the cost of removing, installing or reinstalling any replacement part or parts furnished hereunder, or for personal injury. In the event the remedy provided herein shall be deemed to have failed of its essential purpose, Buyer shall be entitled only to a refund of the amounts paid to Peerless for such windows, doors and accessories. Operating, Maintenance and Cleaning Instructions and Installation Instructions can be obtained from your Peerless project manager or from the Peerless website. This warranty does not cover failures caused by: (1) unreasonable use; (2) failure to perform required maintenance; (3) improper applications; (4) damage from handling or installation; (5) applications with excessive temperature differentials over the glass surface or edges; (6) stress from building movement; (7) insulating glass installed in areas subject to high humidity; (8) not following Peerless recommended methods of installation; (9) exposure to harmful fumes, substances or salt spray. This warranty does not cover any product that has been repaired, replaced or altered by anyone other than Peerless. The warranty on hardware, finishes or sealants does not extend beyond original manufacturer warranties.

PEERLESS DOES NOT WARRANT THE INSTALLATION OF WINDOWS, DOORS AND ACCESSORIES. Peerless does not assume (or authorize other persons to assume on behalf of Peerless) any other obligation or liability beyond this warranty. All warranties implied by law, including, but not limited to, warranties of merchantability and fitness for particular purpose, shall be effective only for the applicable periods of time set forth in this warranty. The remedy under this warranty or any other warranty, expressed or implied, including all warranties of merchantability and fitness for a particular purpose is limited solely and exclusively to repairing parts or furnishing a replacement part or parts as set forth in this warranty.

PEERLESS HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS NOT SPECIFICALLY INCLUDED IN THIS WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation or remedies for breach of warranty, 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 which vary from state to state.

This warranty shall not be enforceable until all of the invoices of Peerless Products, Inc. for the project are paid in full, however, the failure to pay for the goods shall not delay the starting time of the warranty time period.

PEERLESS PRODUCTS, INC.

By: _____ **Date:** _____