

TRI-STATE WHOLESALE BUILDING SUPPLIES

Established 1970 · 651 Evans St, Cincinnati, OH 45204 · (513) 381-1231 · tri-statewholesale.com

Limited Lifetime Warranty

Tri-State Manufactured Windows & Patio Doors

Tri-State Wholesale Building Supplies

Tri-State Wholesale Building Supplies is a family-owned and operated business that has been serving the Ohio, Kentucky & Indiana Tri-State area since 1970. The company has earned a solid reputation for supplying building & construction products to projects that maintain the sustainability, integrity and fabric of Cincinnati's neighborhoods, as well as a solid reputation for innovative exterior building product solutions to the Building, Remodeling & Preservation communities.

Tri-State Wholesale Building Supplies is proud of its local workforce which manufactures Windows & Patio Doors. When you invest in our windows and doors, you invest in the minds that design them and the hands that built them. You invest in the people whose experience has shaped the way our windows and doors operate. Nobody knows more about windows and doors than the local workforce who makes our products.

At Tri-State Wholesale Building Supplies, we make windows & supply exterior building products; but our goal is to help make our community a better place. Look around, and you'll discover why we're known far and wide for our product knowledge and customer service.

The Tri-State Promise

Simply stated, and subject to the terms and conditions set forth below, Tri-State Wholesale Building Supplies ("Manufacturer") warrants that each of its manufactured windows and doors will be free from covered manufacturing defects for the lifetime of the original retail purchaser ("Purchaser"), for as long as the Purchaser owns and resides in the single-family residence in which the Tri-State manufactured products were originally installed.

This warranty is applicable to all Tri-State manufactured window and door products manufactured on or after 6/30/2022.

Scope of Limited Lifetime Warranty

Subject to the terms, limitations, and conditions contained herein, the Manufacturer warrants its vinyl window and door product to perform in-service without substantial impairment of operation when properly installed and maintained in a suitable application.

- **Vinyl Extrusion** — Shall not warp, rot, pit, or peel.
- **Hardware** — Shall operate properly and perform those functions for which it was originally designed.

- **Sealed Insulated Glass Units** — Shall remain free of permanent film formation between the panes of glass that directly and substantially obstructs the transparency of the glass unit.
Insulated glass units carry separate 30-year pro-rated coverage — see the Insulated Glass section below for complete terms and replacement cost schedule.

Unless transferred in the manner set out below, this warranty shall be for the sole benefit of the original Purchaser of the Tri-State manufactured window or door product for as long as the original Purchaser owns and resides in the single-family residence in which the Tri-State manufactured product is installed.

How to Request Assistance

All obligations of the Manufacturer under this Warranty are contingent upon the Manufacturer being provided proper notice by the original Purchaser covered by the warranty and a reasonable opportunity for the Manufacturer to perform.

Notice should be provided directly to Tri-State Wholesale Building Supplies and must include: (1) your name and contact information; (2) Proof of Purchase of the Tri-State Product; (3) a description of the Tri-State Product; (4) proof of coverage by this Warranty; (5) a description of the nature of the problem.

Send written notice to:

Tri-State Wholesale Building Supplies

651 Evans Street · Cincinnati, Ohio · (513) 381-1231

How the Manufacturer Will Respond

An Authorized Manufacturer's Representative will acknowledge receipt of your claim, investigate and take the appropriate action. Upon request, you must allow for an inspection of the Tri-State Product as installed. Failure to allow for an inspection will void this warranty.

If the Manufacturer determines, in its sole discretion, that the Tri-State Product does not have a defect that is covered by this Warranty, the Manufacturer retains the right to charge a reasonable fee for the inspection.

If the Manufacturer determines, in its sole discretion, that the Tri-State Product does have a defect that is covered by this Warranty, the Manufacturer will offer, at no cost to the original Purchaser, replacement components necessary to repair the product defect, or if necessary, replace the product.

Replacement Parts or Products may not provide exact aesthetic matches to the originals. The Manufacturer does not warrant or guarantee the availability of exact aesthetic matches for replacement parts or products.

Transferability

In the event that the original Purchaser sells the property in which the Tri-State product is installed, this warranty is transferable from the original Purchaser to the first subsequent owner only under the following terms:

- **Written Notice** — Written notice must be provided to Tri-State Wholesale Building Supplies of the transfer of the property.

- **Notification Details** — The notification shall include the name and contact information of the original Purchaser, the name and contact information of the transferee, the address of the residence in which the Tri-State Product is installed, and the date of transfer of the property's ownership.
- **Transfer Fee** — Receipt by the Manufacturer of a \$75.00 transfer fee within 30 days from the transfer of ownership of the property.

Upon transfer, the duration of coverage hereunder shall be limited to a maximum period of 10 years from the date the Tri-State Product was manufactured.

Warranty Exclusions

This Warranty does not cover any labor costs and/or shipping costs associated with repair, replacement, removal or installation of any Tri-State Product covered by this Warranty.

This Warranty shall only cover Tri-State Products that are subject to normal and proper use and maintenance. If the Manufacturer determines, in its sole discretion, that lack of maintenance, misuse, neglect, abuse, abnormal or improper use caused or contributed to the defect(s) in the product, it shall have no obligations under this Warranty.

This Warranty shall only cover Tri-State Products that are properly installed. If the Manufacturer determines, in its sole discretion, that the product was not installed in conformance with recommended installation procedures as provided by the Manufacturer, or in conformance with good building standards, it shall have no obligations under this Warranty.

This Warranty shall only cover Tri-State Products that have not been treated with an unapproved chemical or coating. If the Manufacturer determines, in its sole discretion, that the application of unapproved chemicals and/or coatings caused or contributed to the defect(s), it shall have no obligations under this Warranty.

This Warranty does not cover normal condensation issues. Condensation is a naturally occurring phenomenon resulting from high humidity levels within a structure. It does not indicate a defect in the window, door, or its glass components.

This Warranty does not cover any labor and/or materials required for repairing and/or restoring any surfaces adjacent to a Tri-State product that may be repaired or replaced under this warranty.

This warranty does not apply to any defects or damage caused by faulty or improper installation, faulty or improper building construction or design, accidents, fires, floods, acts of God (including, but not limited to earthquakes, tornadoes, and hurricanes), explosion, misuse, neglect, abuse, improper storage or handling, glass breakage, vandalism, accidental damage, settlement of the building, pollution, normal weathering or other external forces, including damage due to extreme or unusual weather events or exposure to conditions beyond published performance specifications, damage caused by chemicals (e.g., brick wash) or by alteration or modification to the product (e.g., customer applied tints or films, paint finishes, plumber's putty, improperly installed security systems), condensation or damages as a result of condensation, exposure to corrosive contaminants (for example, salt water or chemicals in storm waters) or failure to perform reasonable and necessary maintenance.

The duration of coverage under this warranty is limited to Tri-State products installed in owner-occupied single-family residences and specifically excludes, without limitation, commercial and/or rental properties. For commercial and/or rental properties, the duration of coverage hereunder shall be limited to a maximum period of 10 years from the date the Tri-State product was manufactured.

Additionally, the repair or replacement of any product under this Warranty shall not extend the balance of the original Warranty period or create a new Warranty of any kind.

Warranty Limitations

This Warranty is the exclusive remedy and shall operate in lieu of all other remedies, warranties, or guaranties, expressed or implied, irrespective of the negligence of the Manufacturer.

Limitation of remedies: In no event shall Tri-State Wholesale Building Supplies be liable for any personal injury, lost profits, loss of use, punitive, incidental or consequential damages, regardless of the nature of the claim and whether or not occasioned by the negligence of the Manufacturer. In no event shall the liability of the Manufacturer exceed the Manufacturer's selling price of the affected product.

Where these limitations on warranties are prohibited or otherwise altered by applicable law, this Warranty is disclaimed or limited to the fullest extent permitted by applicable law.

Alteration

This Warranty shall not be extended, altered or varied except by written instrument signed by an officer of Tri-State Wholesale Building Supplies. This Warranty contains all of the terms, conditions, agreements, exclusions, and obligations arising hereunder. Any actions or inactions of the Manufacturer and/or any Authorized dealer/installer shall not create any new warranties or extend the terms of this warranty.

Insulated Glass — 30-Year Pro-Rated Coverage

Tri-State warrants the sealed insulated glass unit against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the dead air space of the sealed unit.

Period	Customer Charge
Years 1 – 5	Full replacement at no charge
Years 5 – 10	25% of current selling price
Years 10 – 15	50% of current selling price
Years 15 – 20	70% of current selling price
Years 20 – 30	90% of current selling price

Should the insulated glass fail prior to year five (5), Tri-State will provide a replacement glass unit at no charge. Should the glass fail after year five (5) as a result of defects described above, Tri-State will charge a fixed percentage of the company's current selling price for insulated glass at that time, per the schedule above.

