



## LIMITED WARRANTY

Fog-Out Window Solutions Ltd. (FOWS) offers, subject to the conditions and restrictions contained below, a **10-YEAR WARRANTY**. The warranty period begins upon completion and payment for the FOWS Moisture and Damage Control Process. The warranty is fully transferable one time within twelve (12) months of the service date indicated above. The original invoice issued by FOWS is required for any warranty claims.

All claims under this warranty must be made by notice in writing, within thirty (30) days of discovery of any damage or defect, to the FOWS Dealer that provided the service. The FOWS Dealer shall provide:

1. **Re-servicing of your insulated glass unit(s) if visible water, water droplets or condensation remains on the interior surfaces of the insulated glass unit(s) more than twelve (12) weeks after the FOWS window restoration process has occurred.**
2. **Glass replacement\* if breakage should occur during the FOWS restoration process.**
3. **Installation, if required, of a new vent, micro screen or seal if visible water, water droplets or condensation appears on the interior surfaces of the insulated glass unit(s) after the FOWS window restoration treatment has been completed and more than twelve (12) weeks have passed.**
4. **If FOWS is unable to remove the visible water, water droplets or condensation from the interior surfaces of the insulated glass units(s). FOWS will apply 100% of the cost towards a replacement unit or give a refund. \*\***

\* Choice of replacement glass shall be at the sole discretion of the FOWS. Where practicable, replacement glass comparable to the original glass shall be provided.

\*\* The refund will be at the sole discretion of FOWS. On IGU's that customers do not wish to exchange after condition 1 has occurred, a \$50 administration fee will be retained to process any warranty claims per IGU.

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## LIMITATION ON LIABILITY

FOWS shall not be liable in any way for damage or defect due to (1) accident, mishandling, or improper use; (2) negligent operation; (3) improper maintenance; (4) fire, flood, earthquake, storm, tornado, acts of nature, or any other cause beyond the control of FOWS; (5) damage caused by chemicals, salt, acid rain, airborne pollutions or application of corrosive substances; (6) use of the product for purposes other than those for which it was designed; (7) unauthorized attachments, repairs or modifications; (8) mineral deposits, etching or pitting of window glass; **(9) moisture seepage due to improper caulking, flashing, damaged or deteriorated sash, frame or trim**; (10) high pressure spraying or cleaning; or (11) any other abuse or misuse by the original purchaser or subsequent transferee. All disclaimers and exclusions contained herein apply under all conditions.

This limited warranty sets forth FOWS's maximum liability. FOWS shall not be liable for special, indirect, consequential or incidental damages. Your exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. FOWS shall in no event be liable for any consequential or incidental damages of any kind, however occasioned, whether by negligence or otherwise. FOWS make no other warranties or guarantees, either express or implied, including implied warranties of merchantability and fitness for particular purpose to the original purchaser or any subsequent user of the product, except as expressly contained herein. To the extent permitted by law, the remedies contained herein shall be sole and exclusive.

Fog-Out Window Solutions Ltd.  
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