TEMO Inc.

Limited Lifetime Transferable Warranty

WARRANTY. Subject to the warranty exclusions set forth below, TEMO, Inc. ("TEMO") makes the following warranties on its products and their components ("Goods") to the original registered purchaser and its approved assignee, as applicable ("Customer").

- Goods manufactured by TEMO will be free from material defects, and in a material and workmanship manner, and will not blister, pit, peel, or delaminate under normal use and service with proper maintenance, as is detailed in the documentation for the Goods for the lifetime of the Customer.
  - Standard Insulated Glass (20-year warranty)
  - LINAK (Techline) Operable Pergola motor (3-years warranty; TEMO will cover for 6-years).
- All warranty claims for Goods will be administered by TEMO.
- Vinyl window systems will be free from cracking and discoloring with Customer's proper maintenance for a period of 10 years.
- Horizontal window springs, plastic corner connectors, and the function or movement of the Vinyl window systems are warranted for a period of 1 year.

WARRANTY EXCLUSION. The warranties provided herein expressly excludes the following:

- Labor, installation, or maintenance services; or oriented strand board (OSB) materials of the TEMO Goods.
- Except as expressly set forth in the above Section, materials or goods made by manufacturers or suppliers other than TEMO which are incorporated into the Goods.
- Any application, configuration, or installation exceeding the capacity of the Goods design or in violation of applicable codes, plans, and specifications; mishandling of Goods; failure to properly incorporate Goods into the building envelope; installation in inappropriate openings or not in conformance with TEMO installation instructions, industry installation standards, or good building practices.
- Glass breakage, glass blemishes, scratches, or other imperfections allowable for standard B grade glass under applicable industry standards; or reflection of solar energy (sunlight) off of the Goods.
- Power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of god, or any other condition or cause beyond TEMO's control.
- Normal wear and tear, including with respect to sealants, door handles, torn and ripped screens, glass breakage, aging, corrosion, weather stripping, and atmospheric conditions, sunlight, and other weathering which may cause discoloring, fading, chalking, or darkening of any colored surface.
- Condensation in sunrooms. This is a natural result of humidity within the home and /or changes in the interior and exterior temperatures and is not a defect.
- A non-conformity, misuse, neglect, or use of the Goods in a manner inconsistent with the Good's specifications or use or maintenance directions; Goods or any components of Goods which have been modified, altered, replaced, or otherwise changed; Goods or any components of Goods which have been improperly installed, handled, repaired, or maintained; any substitution of the Goods by Customer or use outside of published load and size limitations; sources of undue stress, pressure, water, heat, or cold; use or incorporation into the Goods of other materials or goods made by manufacturers or suppliers other than TEMO or its direct suppliers; or alterations or modifications of any Good to include materials or goods made by manufacturers or suppliers other than TEMO or its direct suppliers.
- Customer shall not reverse engineering or otherwise change the Goods.
- Discontinued parts or products.
- Failure to promptly notify TEMO in writing of a non-conformity or warranty claim in accordance herein.
- TEMO is not responsible for determining the suitability of its Goods for surrounding building components or wall design.

WARRANTY REGISTRATION. To be eligible to make a warranty claim, Customer must:

- **Register its Goods within 120-days of purchase online at www.TemoInc.com/warranty or by mailing to TEMO Inc., Warranty, 20400 Hall Road, Clinton Township, MI 48038.**

WARRANTY TRANSFER

- This Warranty may be transferable by the original registered Customer one time only to a succeeding purchaser of the residence on which the Goods were originally installed if such transfer is made within 120 days of the sale of such real estate property. The successor Customer must notify TEMO in writing of such proposed transfer and provide TEMO with satisfactory (in TEMO's sole determination) photo and video evidence of the current state of the Goods, including photo and video evidence of the inside, outside, and any attachments, as applicable, of the Goods in accordance with the transfer form provided by TEMO. TEMO has sole discretion to approve or deny such transfer. Upon TEMO's approval of such transfer, and payment of a Non-Refundable transfer fee of $500, this registered warranty will be transferred to the successor purchaser of the residence on which the Goods were originally installed.

WARRANTY CLAIM

- Customer must promptly notify TEMO in writing of the warranty claim, TEMO will then evaluate and communicate with Customer regarding the warranty claim. TEMO may request photos or video confirmation of the nonconformance of the Goods. This Warranty covers only Goods confirmed to have a nonconformity to the warranty provided herein. Where product testing occurs, Customer must give TEMO prior notice and opportunity to observe, and identify anticipated test methods. Without its prior agreement, TEMO shall not be required to respond to testing results or extrapolations to non-tested Goods, nor shall it contribute to the cost of testing. Customer may be asked to return the failed part(s) for replacement.
- TEMO will cover 100% of the cost of defective components for any Goods that meet the warranty conditions set forth herein. For any non conforming Goods, TEMO will, at its sole discretion, repair or replace the item. **PLEASE NOTE:** Customer is responsible for all labor costs associated with warranty replacements.

DISCLAIMERS. EXCEPT FOR THE WARRANTIES SET OUT ABOVE, NEITHER TEMO NOR ANY PERSON ON TEMO'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF **(A)** MERCHANTABILITY, **(B)** FITNESS FOR A PARTICULAR PURPOSE, (C) TITLE, OR **(D)** NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TEMO, INC. SHALL HAVE NO LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR PERSONAL INJURY ARISING FROM OR IN CONNECTION WITH THE USE OF ITS GOODS. NO AGENT, DISTRIBUTOR, DEALER, OR OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY ON BEHALF OF TEMO, OR TO ASSUME ON BEHALF OF TEMO ANY OTHER LIABILITY WITH RESPECT TO ITS GOODS. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY TEMO OR ANY OTHER PERSON ON TEMO'S BEHALF.

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