

# Wellcraft LIMITED LIFETIME WARRANTY<sup>1</sup>

The Tapco Group<sup>TM</sup> (“TTG”), a Headwaters Company, doing business as Wellcraft, Inc., warrants<sup>2</sup> to the original owner and to the party to whom the original owner transfers ownership as permitted in this document (a “permitted transferee”) that its Wellcraft egress window wells (collectively referred to in the remainder of this document as, the “product” or, the “products”) will be free from manufacturing defects when subject to normal use. There is no set term of years limiting the duration of this warranty although it is subject to all of the limitations, terms and conditions that follow. While there is no set duration on the term of this warranty, the owner should be aware that many things may affect the durability of the products including things that TTG cannot control such as, for example, the weather, the extent of exposure to direct sunlight, and whether proper installation techniques and materials are used. This warranty is intended to provide the owner with a level of comfort that TTG properly manufactured the products such that they will perform as specified. This warranty is not however, intended to provide an absolute assurance that the products will last forever.

Subject to the provisions that follow, provided that the warranty claimant is able to establish the date of purchase, the original cost of the defective products, and the fact that the claimant is either the original owner or a permitted transferee to the reasonable satisfaction of TTG, should any manufacturing defect occur during the lifetime of the original owner or for such other time as may be provided to a permitted transferee under the terms of this warranty, TTG will at its sole option either: a) provide replacement product at a cost pro-rated pursuant to the specification appearing in the table below; or, b) refund the amount paid by the original owner for the defective product. No product replacement under this warranty will alter the pro-ration specification below which shall run from the date of the original purchase of the Wellcraft product. Any replaced product shall be warranted in accord with the pro-ration specification that governed the original purchase. The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of purchase whichever first occurs.

For purposes of this warranty a “manufacturing defect” triggering warranty coverage is defined as any defect that would render the egress window well in question unserviceable or unfit for the ordinary purposes for which egress window wells of that kind are intended.

No benefits under this warranty whatsoever shall accrue to any owner and TTG shall incur no liability under this warranty unless and until the Products installed on the owner’s structure have been paid for in full either by owner or by a predecessor in interest of owner.

No repair or replacement under this warranty will act to extend the warranty period. Any repaired or replaced product shall be warranted only for the duration of the warranty period that applied to the original product(s) before they were repaired or replaced.

Egress well covers and glass egress windows themselves that are provided by TTG are manufactured by outside vendors and as such, are not covered by the limited lifetime warranty. TTG expressly disclaims that any lifetime warranty coverage accompanies well covers or glass egress windows even though they may be obtained through TTG. Well covers provided by TTG are subject to a strict seven (7) year warranty from the date of purchase against breakage. No warranty is provided against scratches, scuffs, clouding, yellowing or other discoloration of any kind. Glass egress windows are not warranted under this warranty. Glass egress windows may or may not be warranted by the company that manufactured them. TTG urges customers with complaints about such windows to address them directly to the outside manufacturer of the window in question.

## **Customer Responsibilities**

The homeowner must inspect the egress window well in question before installation. If a manufacturing defect is discovered the homeowner must notify TTG in writing within 30 days of discovery of any manufacturing defect, and provide proof of the date of purchase, the date of installation, and proof of property ownership satisfactory to TTG. Failure to provide such notice shall void the warranty as to the defect in question.

If a defect is discovered or occurs after the product(s) is installed which could not have reasonably been discovered prior to installation, the homeowner must notify TTG in writing within 30 days of discovery and provide proof of the date of purchase,

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<sup>1</sup>This warranty applies to Wellcraft Egress Window Systems and their component parts manufactured by TTG. Egress well covers and glass egress windows themselves which are obtained through TTG are manufactured by an outside vendor, and as such are not covered by this Limited Lifetime Warranty. Rather, the egress well covers provided by TTG are subject to a straight 7 year warranty (see description above) provided by the manufacturer but administered by TTG. Glass egress windows are not warranted.

<sup>2</sup>This warranty is effective May 1, 2011 and supersedes all previously distributed versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

the date of installation, and proof of property ownership satisfactory to TTG. Failure to provide such notice shall void the warranty as to the defect in question.

All notifications should be sent to:

Wellcraft, Inc., Attn: Warranty Department, 29797 Beck Road, Wixom, MI 48393

TTG may require that the claimant allow an inspection to determine both the nature of the defect, if any. TTG will investigate any claim properly submitted and examine the material claimed to be defective and will notify the homeowner in writing of its determinations. If a defect covered by this warranty is confirmed, within a reasonable amount of time after the investigation is concluded, TTG will satisfy its obligations under this warranty, provided however that the cost of any shipment required to transmit or receive a product in connection with a warranty claim shall be paid by the homeowner within 30 days of being notified of the same.

The homeowner shall not return an allegedly defective product to TTG, without TTG first agreeing to the return in writing. The homeowner may be required to submit (at the homeowner's expense) a sample of any defective material to TTG for laboratory analysis.

### **Limitations**

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of TTG, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Installation or defects and damages resulting from installation including but not limited to any defects resulting from the failure to follow TTG's installation instructions and guidelines;
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of, or damage to the basement wall or material against which the product was installed or defects in the product caused by movement, distortion, cracking or settling of the foundation of the building;
- Any failure of the egress window itself and any damages resulting from such failures including but not limited to damages resulting from leakage of the window or the opening in the wall into which the window was installed.
- Any damages resulting from any other cause not involving manufacturing defects in material;
- Costs of the labor required to install replacement product or to remove and dispose of any damaged product;
- Costs of any repairs or replacements performed without TTG's written consent;
- Costs associated with or any unsatisfactory condition or appearance resulting from the failure to follow TTG's written installation instructions.
- Costs associated with or any unsatisfactory condition or appearance resulting from the homeowner's neglect or failure to properly maintain the product(s).
- Costs associated with or any unsatisfactory condition or appearance resulting related to the treads affixed to the steps of the product.
- Costs of shipping any repaired or replaced product between the homeowner's location and TTG.
- Costs in excess of the value of the replacement material required complete any repair made pursuant to this warranty;
- The products are not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, or normal weathering resulting from exposure to the elements. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which TTG has no control.

### **Other Limitations:**

TTG SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO ANY BUILDING ON WHICH THE PRODUCTS ARE INSTALLED, BUILDING CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM ANY PRODUCT DEFECT OF ANY KIND OR FROM TTG'S OWN NEGLIGENCE. SOME STATES MAY NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

ASIDE FROM THE EXPRESS WARRANTIES CONTAINED IN THIS DOCUMENT, THERE SHALL BE NO WARRANTIES OF ANY KIND, INCLUDING SPECIFICALLY ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ANY WELLCRAFT EGRESS WINDOW SYSTEM, ANY COMPONENT PARTS THEREOF, AND ANY GLASS EGRESS WINDOW OR WELL COVER PURCHASED FROM TTG. TTG DOES NOT AUTHORIZE ITS EMPLOYEES, FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

<b>Wellcraft Egress Window Systems (Limited Lifetime Coverage Schedule For Claims Relating To Well)</b>		<b>Wellcraft Egress Window Systems (Seven year Coverage Schedule For Claims Relating To Well covers)</b>	
<b>Years Since Original Purchase</b>	<b>Percentage Of Original Cost That TTG Will Pay To Warranty Claimant</b>	<b>Years Since Original Purchase</b>	<b>Percentage Of Original Cost That TTG Will Pay To Warranty Claimant</b>
0-10 years	100%	0-7 years	100%
11-15 years	75%		
16-20 years	50%		
21 or more years	10%		