



LIMITED WARRANTY

EFFECTIVE DATE: 10/24/2023

IMPORTANT NOTICE: Read this entire Limited Warranty, before purchasing, installing, or using Your Lux® 8100-Series window (“Clayton Window”). By purchasing, installing, or using Your Clayton Window, You are acknowledging that this Limited Warranty is part of the terms of sale. This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term “You” and “Your” is both singular and plural.

Subject to the terms, conditions, and exclusions set forth in this Limited Warranty, Clayton Supply, Inc. (“Clayton Supply”), warrants that each Clayton Window manufactured by Clayton Supply after the Effective Date listed above shall be free from defects in materials or workmanship that significantly impairs the operation and function of the Clayton Window (the “Limited Warranty”). The Limited Warranty expires (a) ten (10) years from the date of manufacture for all non-hardware claims, and (b) five (5) years from the date of manufacture for all hardware and other mechanical component claims (collectively, the “Warranty Period”). This non-transferrable Limited Warranty is extended only to the direct purchaser (contractor, distributor, or otherwise) of the Clayton Window (the “Original Purchaser”) and the first owner of the residential home where the Clayton Window was first installed (the “Original Owner”).

To submit a claim under this Limited Warranty, the Original Owner may email or call Clayton Supply at 906CustomerService@ClaytonHomes.com, (931)-340-7453 and (a) identify the Clayton Window by type and dimension; (b) provide the date and place of purchase through proof of sale documentation; and (c) describe completely the claimed defect providing any photographs of the claimed defect. Clayton Supply will investigate the claim within a reasonable time after receipt of the claim. All notices required under this Limited Warranty must be in writing to the email address set forth above and delivered within (1) the Warranty Period, and (2) one (1) year after any defect covered by this Limited Warranty is discovered. Any claims received outside the Warranty Period or the one (1) year from defect discovery date shall be barred.

Should Clayton Supply determine that the Clayton Window has exhibited a defect in material or workmanship that was present at the time of manufacture, it will, at its sole election, either (a) furnish a replacement Clayton Window; or (b) reimburse the purchase price of the Clayton Window paid by the Original Purchaser. Replacement of the Clayton Window or reimbursement of the purchase price for the Clayton Window shall be the sole remedy under this Limited Warranty. In no event shall Clayton Supply be responsible for any labor, materials, consequential damages, or additional expense incurred in installing, repainting, refinishing, or similar activities in connection with the furnishing of a replacement Clayton Window. A replacement Clayton Window is warranted for ninety (90) days or for the remainder of the Warranty Period, whichever is longer. Warranted replacement or reimbursement will be completed within a reasonable time or the time required by applicable law, but the time required for replacement will depend upon the availability of parts or labor and other factors outside Clayton Supply’s control. Repairs or replacements will be the closest equivalent current product or component and may not exactly match the original.

If the claimed defect is warpage, Clayton Supply reserves the right to defer its investigation or furnishing of a remedy for a period of twelve (12) months from the date the Clayton Window was installed, because a temporary warp condition may occur as the Clayton Window adjusts to local humidity and temperature conditions. Any deferral will not be counted against the Warranty Period.

DISCLAIMERS—WHAT THIS LIMITED WARRANTY DOES NOT COVER

The following are not considered defects in materials or workmanship under this Limited Warranty, and Clayton Supply is not responsible for or makes no warranty as to:

1) Product failure, loss or damage due to:



- Normal wear, tear, and fading.
- Damage caused by inappropriate solvents, brick wash or cleaning chemicals.
- Structural settlement, movement, or vibration.
- Improper storage, handling, installation, use, modification, or maintenance.
- Acts of God, including any cause beyond the reasonable control of Clayton Supply (e.g., fire, flood, earthquake, other acts of nature, or acts of third parties).
- Accidents, including glass breakage not the fault of Clayton Supply, misuse, abuse, alterations, improper handling, operation or cleaning.
- Improper repairs or modifications.
- Application of after-market window films to glass surfaces.
- Mechanical abrasion to finishes.
- Non-factory-applied finishes, applied sealants or caulking.
- Product exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Any other losses arising from defects in the existing structure.
- Salt spray
- Acid rain or other corrosive elements.
- Damage caused by high in-home humidity (condensation, frost and mold).
- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Hardware finishes in coastal or high moisture environments.
- Insects, including grasshoppers, and termites.
- Finishing or modifying the structure containing the repaired or replaced product.
- Products that have not been paid for in full.

2) Minor imperfections in the product:

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Variations in color, texture, or natural characteristics.
- Variations in color and microcracking also known as crazing.

3) Installation inconsistent with Clayton Supply's installation instructions:

- Damage resulting in whole or in part from installation inconsistent with Clayton Supply's installation instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.

INSTALLATION, STORAGE, AND HANDLING INSTRUCTIONS

Installation instructions may accompany the Clayton Window or be posted to www.myluxwindows.com from time to time. Before installing the Clayton Window, review www.myluxwindows.com to determine if there are any updated installation, storage, or handling instructions.

LIMITATION OF LIABILITY AND ARBITRATION

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR YOUR CLAYTON WINDOW AND IS THE ONLY WARRANTY, WRITTEN OR ORAL, FOR YOUR CLAYTON WINDOW. CLAYTON SUPPLY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR NATURE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE DISCLAIMER OF ANY IMPLIED WARRANTY, AND IN THE EVENT THAT SUCH IMPLIED WARRANTY IS OTHERWISE EXTENDED AS A MATTER OF LAW, SUCH WARRANTY IS LIMITED TO THE



DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL CLAYTON SUPPLY HAVE ANY LIABILITY TO THE ORIGINAL PURCHASER, ORIGINAL OWNER, OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING ECONOMIC LOSS OR EXTRA EXPENSE INCURRED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE REMEDIES SET FORTH HEREIN SHALL BE SOLE AND EXCLUSIVE. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR CLAYTON WINDOW.

Some states do not allow the exclusion or limitation of incidental or consequential damages and/or the limitation on how long an implied warranty lasts, so the above limitations and/or exclusions may not apply. No distributor, dealer, or representative of Clayton Supply has the authority to change or modify this warranty, either orally or in writing, in any respect. Any attempt to change and/or modify this warranty by a distributor, dealer, or representative of Clayton Supply will be without legal effect. In the event any provision of this limited warranty is found to be unenforceable for any reason, the remaining provisions shall be enforceable to the fullest extent permitted by law. If any provision required to be set forth in this warranty by applicable state or federal law is omitted from this limited warranty, such a provision shall be added to this limited warranty and incorporated by reference. Any dispute against Clayton Supply arising out of or relating to the Clayton Window or this warranty, with the sole exceptions of claims for a total amount within the scope of the jurisdiction of the applicable small claims court, shall be resolved by mandatory arbitration administered by the American Arbitration Association ("AAA") and governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Such an arbitration shall be before a single arbitrator and conducted under the AAA Consumer Arbitration Rules in effect at the time of the arbitration. A copy of the AAA Consumer Arbitration Rules and Consumer Due Process Protocol Statement of Principles may be found at adr.org.