

WINCO Window Company, Inc.

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CUSTOMER: _____

WINCO JOB NO: _____

PROJECT: _____

Limited Window & Door Product and Component Warranty Standard Three (3) Years

- 1) **Window and Door Limited Warranty.** Winco hereby warrants to the first purchaser ("Purchaser") that the Winco windows and/or doors sold hereunder (the "Product(s)") will be free from original defects in workmanship and materials at the time of manufacture and will conform, in all material respects, to such Products' published specifications and, to the extent applicable, and to Winco's interpretation of any additional specifications provided by the Purchaser or any agreed to customization unique to a given project. This warranty is fully transferrable to the current and subsequent owner of the subject building where the window product is installed. Variances and tolerances within industry standards [not impairing the intended purpose and function of the Products] are understood to be allowed. The foregoing Limited Warranty shall be in effect from the date of substantial completion not to exceed 6 months past Winco's last substantial delivery date, and all claims hereunder must be within the Limited Warranty period. Winco's sole obligation for breach of this Limited Warranty will be limited to the repair, replacement, or credit, at Winco's option, of any Products or any part or component thereof, which, upon Winco's receipt and examination prove, upon WINCO's determination, to have been defective within the specified Limited Warranty period. If replacement is elected, Winco will not be responsible for installation of replacement products or component parts.
- 2) **Integrated Material Components Of Products:**
 - a) **Insulated Glass unit** - The insulated glass product, if applicable, is warranted for **ten (10) years** from the date of manufacture, under normal conditions of use, there will be no material obstruction of vision through the unit due to accumulation of dust, moisture, or film on the internal surface of the glass caused by failure of the unit's edge seal caused by defects in its material or workmanship. This warranty shall be void under any of the following circumstances: if the unit is installed in high moisture environments, (including but not limited to, swimming pool enclosures and greenhouses), application of any film to glass surface. WINCO will replace or repair, at its sole discretion, the insulated glass unit or make a pro-rated refund of the original cost of the insulated unit. This warranty does not include removal or installation cost to replace, repair or apply new glass unit. Manufacturer's warranty terms will apply if product is fabricated by others.
 - b) **Laminated Glass unit** - The laminated glass product, if applicable, is warranted for a period of **five (5) years** from the date of manufacture against defects in materials or workmanship that may result in material edge separation or material obstruction of vision through the product as a result of de-lamination in the unit. This warranty shall be void under any of the following circumstances: if the unit is installed in high moisture environments, (including but not limited to, swimming pool enclosures and greenhouses), application of any film to glass surface. WINCO will replace or repair, at its sole discretion, the laminated glass unit or make a pro-rated refund of the original cost of the laminated unit. This warranty does not include removal or installation cost to replace, repair or apply new glass unit. Manufacturer's warranty terms will apply if product is fabricated by others.
 - c) **Laminated Panel** - The laminated panel product, if applicable, is warranted according to the terms of the manufacturer.
 - d) **Aluminum Finish** - The anodize finished product, Type II, Class 1 per applicable Architectural Aluminum Manufacturer's Association ("AAMA") standard 611 in force at the time of bidding is warranted under normal conditions of use for a period of **Five (5) years** from the date of manufacture against defects in materials or workmanship that would cause it to discolor or fade. The baked-on fluoropolymer paint coatings on exposed aluminum surfaces, 70% Fluoropolymer finish for **Ten (10) years** and 50% Fluoropolymer finish for **Five (5) years** from date of manufacture, is warranted under normal conditions of use against peeling, checking, cracking, chalking, and change of color, per applicable AAMA standards 2604 or 2605 in force at the time of bidding. Mica and Metallic coatings are not warranted for color change (fade). WINCO reserves the right to inspect the painted/anodized product in question and determine the cause of the defect. WINCO will repair or replace, at its sole discretion, the painted/anodized finish only, or repair the finish, or make a pro-rated refund of the original cost of the painted/anodized surface. This warranty does not include removal or installation cost to replace, repair or apply new finish. Manufacturer's warranty terms will apply if finish is applied by others.
- 3) **Exclusions.** Winco builds its windows and doors to be durable and long lasting. There are certain conditions or applications, however, over which Winco has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Winco. They include, without limitation:
 - a) Products installed in structures that do not allow for proper management/drainage of moisture. For example, exterior insulation and finish systems ("EIFS"), also know as "synthetic stucco," without an engineered drainage system.
 - b) Improper installation, field finishing or improper maintenance.
 - c) Corrosion of aluminum cladding or other components due to non-prescribed chemical solvents and cleaners or environmental conditions such as air pollutants, acid rain or other corrosive substances.
 - d) Corrosion, wear, or failure of standard hardware in seacoast applications.
 - e) Normal wear or discoloration of finishes, including the tarnishing of brass.
 - f) Any misuse, modification or alteration.

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- g) Environmental conditions or use exceeding design standards.
- h) Minor glass imperfections that do not affect normal vision or product performance, including curvature of glass due to atmospheric conditions. Glass breakage or other damage other than workmanship.
- i) Condensation or frost on exposed surfaces of your Products. Condensation or frost is not a defect in the Product, but a result of excessive humidity.
- j) WINCO shall not be liable for material damaged in handling or installation; or not installed in accordance with the WINCO Installation Manual guidelines.
- k) The WINCO limited warranty extends to WINCO manufactured product only, as outlined in AAMA 502-90. Perimeter conditions, attached trim or sub-sill (if manufactured by others), caulking, sealants, etc. are explicitly excluded from the WINCO limited warranty. The WINCO limited warranty is based upon the Product itself; it does not warrant the installation of the Product.
- l) Without limiting the generality of the foregoing, Winco shall not be responsible for, and does not warrant the Products will prevent the introduction of mold, excess moisture, unfavorable environmental conditions or other contaminants into the structure in which the Products are used. Winco shall not be responsible for any loss, damage or injury to persons or property caused by the introduction of mold, excess moisture, unfavorable environmental conditions or other contaminants into the structure in which the Products are used.

4) Limitations.

- a) All sales and other agreements between Purchaser and its customers, end users or other third parties are the exclusive responsibility of Purchaser and any commitments made by Purchaser to such customers, end users and other third parties with respect to the delivery, performance, suitability or other matters relating to the Products are Purchaser's sole responsibility except as may be expressly set forth in this Limited Warranty.
- b) TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, ALL OTHER WARRANTIES BY WINCO, WHETHER IMPLIED OR STATUTORY, AND ALL OBLIGATIONS AND REPRESENTATIONS AS TO PERFORMANCE, QUALITY OR ABSENCE OF HIDDEN DEFECTS, INCLUDING ALL WARRANTIES WHICH MIGHT ARISE FROM CUSTOM OR USAGE OF TRADE ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY WINCO.
- c) Laws from time to time in force in the relevant market may imply warranties which cannot be excluded or which can only be excluded to a limited extent, in which case, Winco limits its liability to the extent permitted by law. If Winco cannot exclude any warranty implied by law, this Limited Warranty shall be read and construed subject to such statutory provisions. Any product replacement will not extend the period within which such Limited Warranty can be asserted. The warranty in this Limited Warranty may be asserted only by the Purchaser and any subject transfers if allowed above in paragraph 1.
- d) **PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS LIMITED WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO DEFECTIVE PRODUCTS.**
- e) This Limited Warranty shall be void to the extent the Products are disassembled, modified or repaired in part or in whole by anyone not authorized by Winco in writing.

5) Procedure. Products claimed defective or non-conforming within the Limited Warranty period will be returned to Winco at Purchaser's expense with a statement identifying the reason for the return. Products returned to Winco and found in good working order or damaged by Purchaser or requiring adjustment due to user misadjustment will be subject to a service charge. Purchaser will not return Products to Winco for warranty adjustment without first obtaining a Return Authorization ("R.A") number from Winco, using contact information provided above. The R.A. number must be referenced on the packing list and other documentation. Winco will notify Purchaser if such Products are not subject to warranty adjustment and, unless disposition instructions as to such Products are received from Purchaser within five days of such notification, such Products will be returned to Purchaser, freight, packing, insurance and other charges at Purchaser's expense.

6) General. This Limited Warranty gives Purchaser specific legal rights, but Purchaser may also have other rights that vary from state to state. The provisions of this Limited Warranty may be amended or modified only in writing signed by an authorized officer of WINCO. If any provision of this Limited Warranty is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions in this Limited Warranty. The provisions of this Limited Warranty will be binding upon Purchaser's successors and assigns. No agent, employee or representative of WINCO has any authority to make any representation or warranty for WINCO with respect to the Products that is not contained in this Limited Warranty. This Limited Warranty is a part of, and hereby incorporates by reference all of the terms of, WINCO's standard Terms and Conditions of Sale, and together with such Terms and Conditions of Sale, contains the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, promises and representations or warranties.

IMPORTANT: THIS WARRANTY SHALL BE NULL AND VOID IF WINCO DOES NOT RECEIVE PAYMENT IN FULL FOR MATERIAL SUPPLIED FOR THIS PROJECT. WINCO WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Warranty No: