

AMSCO WINDOWS®

Window and Patio Door Limited Warranty

Thank you for choosing AMSCO Windows®. We take great pride in our products, which have been engineered and manufactured to provide value, comfort, and peace of mind. Below, you will find our warranty to you. Please visit our web site (www.amscowindows.com) and become familiar with our Care & Maintenance instructions. By following them, you will help your AMSCO Windows® function properly and look great for years to come.

What Does This Warranty Cover?

This warranty covers any defects in materials or workmanship (excluding installation) that would materially impair the function and proper operation of our window and door products, manufactured for use in the United States. Any defects that arise from or relate to conditions that are beyond our control, such as wear and tear, as reasonably determined in our sole discretion, are excluded from this warranty including, without limitation, those found in the “What Is NOT Covered or Included by This Warranty” section below.

Who is Covered?

This warranty covers the owner of the single-family residence or other building in which the product is installed.

How Long Does the Coverage Last?

Owner Occupied Single-Family Residences. If the product is installed in a single-family residence that you own and occupy at the time of initial installation, except as otherwise provided herein, this warranty remains in force for twenty (20) years from the date of installation. If you sell your residence or it becomes occupied by any person other than you, the warranty will expire at that time.

Other Buildings. If the product is installed in a building other than an owner-occupied single-family residence, except as otherwise provided herein, the warranty will remain in force for ten (10) years from the date the product was originally installed.

Painted Finishes. Factory applied painted finishes are warranted against cracking, flaking, peeling, and blistering determined to be the result of a manufacturing or finishing defect until the earlier of: (a) ten (10) years from the date the product was originally installed in the building, or (b) the date you sell or otherwise transfer such building.

Blinds Between Glass. For owner-occupied, single-family residences or other buildings, the insulated glass seal and the external control mechanism attached to the glass are warranted for a period of ten (10) years from the date the product was originally installed.

Limitation on Duration of Implied Warranties

THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE NO LONGER THAN THE DURATION OF THE EXPRESS WARRANTY ABOVE. THE CLAIM PROCEDURE FOR IMPLIED WARRANTIES SHALL BE THE SAME AS FOR EXPRESS WARRANTIES AS PROVIDED HEREIN. THE TERM OF ANY IMPLIED WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW IS LIMITED TO THE LESSER OF THE TERM OF THE EXPRESS WARRANTY OR THE SHORTEST PERIOD THAT IS PERMITTED BY APPLICABLE LAW.

What Must You Do to Keep the Warranty in Effect?

You must notify the dealer who supplied your AMSCO Windows of any claimed defect immediately and in no event later than 90 days after first appearance of the claimed defect. You must also grant the dealer, AMSCO Windows, and its representative's reasonable access to the allegedly nonconforming product. Failure to provide immediate notice or grant access as required in this paragraph will void this warranty in its entirety.

What Is NOT Covered or Included by This Warranty?

This warranty does not cover or include, and AMSCO Windows is not liable for:

- Labor to replace, remove, or repair defective window or door glass, panels, frames, or components.
- Labor and materials for the installation of a complete replacement product, or risks and costs related to building design, construction, and maintenance.
- Normal wear and tear of any kind including without limitation of weather stripping and operating components, such as balance springs, rollers, latches, casement operators, hardware finishes, etc.
- Natural wear, scratching, or finish degradation of factory applied painted surfaces caused either by the movement and normal operation of the product, or by contact with other surfaces or objects.
- Screens.
- Color change, contraction of window components, fading of surfaces and/or hardware finishes, or chalking whether due to natural weathering or other atmospheric conditions, such as pollution, and extreme heat and/or UV exposure.
- Loss of functionality because of hardware corrosion; except that if stainless steel hardware loses functionality in a highly corrosive environment during the first year after installation of the window or door product, it will be covered under this warranty.
- Glass breakage
- Failure due to: misuse, abuse or accident; damage caused by failure to perform periodic maintenance as outlined in our Care & Maintenance Instructions (our Care & Maintenance Instructions are found at www.amscowindows.com); alteration or modification to the product (such as tints, films, interior or exterior paint or security systems applied or attached to the product); improper or insufficient ventilation which causes excessive heat buildup, such as blinds or window treatments; excessive localized heat, water leakage, or high moisture environments (including greenhouses, pools, and hot tubs); incompatible finishes, solvents, brick wash or cleaning chemicals; power washing; spray type expanding foam insulation; or any other cause beyond our control (including without limitation fire, flood, earthquake and other acts of nature)
- Vibration or rattling of grid bars inside the insulated glass unit; vibration of other window components.
- Minor imperfections in the insulated glass unit that do not affect structural integrity, product performance, or that do not significantly obscure normal vision, including minor scratches and debris, curvature or waviness of the glass, and minor variations in glass color.
- Inert gas loss due to the natural process of gas migration over time. It is known that inert gases within an insulated unit will naturally dissipate over time. No warranty is made specifying the amount of inert gas present in an insulated glass unit.
- Lint and threads inside of a blinds between glass insulated glass unit.
- Improper handling, installation, maintenance, or operation not in conformance with our installation instructions (approved installation instructions are found at www.amscowindows.com); problems related to water and/or air infiltration or leaking caused by improper use or installation; flaws in building design or construction or sloped glazing or other non-vertical installation.
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes; or from settling or movement of the building.
- Condensation. (Condensation problems should be addressed by a qualified heating/air conditioning specialist.)

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- Damage to other property caused by reflected light or heat.
- Any repainting or finishing required in connection with warranty work.
- Cost of any equipment needed to access product, including scaffolding or lifts.
- Reinstalled product.
- Product that has not been paid in full.
- Product sold by AMSCO Windows as a clearance item, second, blemished, or in “as is” condition.
- Separate products which have been joined or mulled together by any person other than AMSCO Windows.
- Installation or handling or any damage caused by such installation or handling.

How Do You Make a Warranty Claim?

If something goes wrong, immediately contact the dealer or contractor from whom you purchased the product. If you are unable to contact the dealer or contractor you should contact us directly at www.amscowindows.com, or you can make your request in writing at the following address:

AMSCO Windows
Warranty Service
1880 South 1045 West
Salt Lake City, Utah 84104

Please provide the following:

- Your name, address and daytime telephone number.
- Sales receipt or other documentation establishing proof and date of purchase and installation.
- The name of the dealer or contractor that originally supplied the product.
- A description of the problem.

If, at your request, we make an on-site inspection and we determine that a warranty defect does not exist, you may be charged an inspection fee.

What Will We Do to Correct the Problem?

Upon notification, we will investigate the problem. If, in our sole discretion, the product is found to be defective, and is covered under the provisions of this warranty, we will provide, at no charge, the replacement parts¹ necessary to repair the product. Replacement parts¹ and products will be delivered, at our sole discretion, to the original delivery site, or to our nearest dealer. If the defect cannot be repaired in our sole judgment, we will provide a replacement product and, at our sole discretion, ship it to the original delivery site, or to our nearest dealer. This warranty does not cover the cost of any labor required to repair or replace the defective product.

Notwithstanding anything herein to the contrary, in all cases, AMSCO Windows may, in its sole and absolute discretion, fully satisfy its obligations under this warranty by refunding to you the amount paid for the defective products, not including installation or other related costs or dealer markups.

IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF AMSCO WINDOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCEPTING THE PRODUCT, YOU WAIVE ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Exclusive Remedy & Other Important Legal Information.

This warranty sets forth our maximum liability for our products. **IN NO EVENT, SHALL AMSCO WINDOW'S AGGREGATE LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT, NOT INCLUDING INSTALLATION OR OTHER RELATED COSTS OR DEALER MARKUPS. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE THOSE REMEDIES SPECIFIED ABOVE. THIS WARRANTY IS IN NO WAY INTENDED TO BE A STATEMENT OF THE USEFUL LIFE OF OUR PRODUCTS. AMSCO WINDOWS MAKES NO WARRANTY, PROMISE, OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, AMSCO WINDOWS PROVIDES THE PRODUCTS "AS IS" WITHOUT WARRANTY AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW IS LIMITED TO THE LESSER OF THE WARRANTY PERIOD SET FORTH HEREIN OR THE SHORTEST PERIOD THAT IS PERMITTED BY APPLICABLE LAW.**

No distributor, dealer, or representative of AMSCO Windows has the authority to change, modify or expand this warranty. The original purchaser of this product agrees that it has read this warranty and understands it, is bound by its terms and will provide this warranty to the original owner of the structure into which the product is installed.

How Does State Law Relate to This Warranty?

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

¹ *Because manufacturing materials and techniques can change, replacement product(s) may not be an aesthetic match to the original.*