

Limited Warranty



Para ver la versión, en español, de esta Garantía limitada y Proceso de resolución de controversias, visite andersenwindows.com

LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

IMPORTANT: Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.andersenwindows.com/optout and complete the opt-out form within one year from the date of purchase of your Andersen® products from a dealer or retailer. The opt-out only applies to the terms of the Dispute Resolution Process

Heritage™ Windows & Doors Limited Warranty

Transferable Limited Warranty on Glass

The glass in Heritage factory glazed window and door units (including Low-E 366, clear dual pane glass, Low-E i89, Low-E 272, tinted glass, patterned glass (including textured, frosted, grooved, beveled and color options), monolithic laminated glass (non-impact-resistant), grilles between the glass, and tempered versions of these glass options) is warranted to be free from defects in manufacturing, materials and workmanship for twenty (20) years from the date of purchase from the dealer. It is also warranted not to develop, under normal conditions, any material obstruction of vision resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the dealer. This limited warranty on glass does not apply to special order glazings, decorative glass, impact-resistant glass or glass that is not factory installed by Heritage.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Heritage, at its option, will: (1) provide the appropriate replacement glass product to the Heritage dealer you specify — labor is not included; (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the original purchase price. Such replacement parts or repair are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Applied Finishes

The standard painted or anodized finishes on materials and hardware on Heritage windows and doors are warranted under normal atmospheric and operating conditions, to not change color greater than 5 delta E* (when measured in accordance with ASTM D2244) for a period of five (5) years from the date of purchase from the dealer.

In the event a failure in finish occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Heritage, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); (2) repair the product or provide replacement part(s) or product(s) — labor is not included; or (3)

refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

* Technical measurement of fade

Exclusions: Products subjected to the detrimental effects of air pollutants, chemical or caustic washes, or the accumulation of concentrated salt deposits are not covered by the terms of this limited warranty. Any scratches, chips or surface damage that would expose the material or hardware surface must be repaired immediately and such repair is required to maintain limited warranty coverage. In areas where chemicals or airborne pollutants (including but not limited to salt or acid rain) is present, homeowners must implement a systematic fresh water-cleaning program which consists of cleaning with mild soap and water at least monthly or more often when necessary to prevent the accumulation of concentrated salt deposits. Periodic waxing with an automotive-type wax may prolong the finish life. Even with a systematic cleaning program, products installed in these conditions will typically deteriorate more than product installed in normal atmospheric/ environmental conditions. Some corrosion and/or deterioration is considered “normal wear and tear” and normal weathering in this atmospheric/environmental condition and are not covered under this limited warranty.

Transferable Limited Warranty on Components Other Than Glass

Non-glass portions of Heritage windows and doors (including window and door lock and latch mechanisms, hinges, balance systems, roto gears and pivot-shoe roto gears, rollers, handles, insect screens, weatherstripping, and sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for two (2) years from the date of purchase from the dealer.

In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Heritage, at its option, will: (1) provide replacement parts to the Heritage dealer you specify — labor is not included; (2) provide a factory-authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Limited Warranty on Exterior Painted Aluminum Surfaces Coating System for Coastal Seashore

The paint film on Heritage aluminum cladding in standard colors is warranted not to crack, check, peel, flake, blister or lose adhesion from the date of manufacture for product exposed to high salt concentrations as follows:

— Products installed between two (2) miles and 1,001 feet from the coastal seashore are warranted for five (5) years from the date of purchase from the dealer. In the event a failure covered under this limited warranty occurs, Heritage, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) — labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

— Products installed between 1,000 feet and the seashore are warranted for five (5) years from the date of purchase from the dealer, prorated after two (2) years. In the event a failure covered under this limited warranty occurs in years one (1) through two (2), Heritage, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) — labor is not included; or (3) refund the original purchase price.

Such replacement parts or repairs are warranted for the remainder of the original limited warranty period. In the event a failure occurs in years three (3) to five (5), Heritage, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product) at 50% discount of Heritage's cost; or (2) repair the product at 50% discount of Heritage's labor costs or provide replacement part(s) or product(s) at 50% discount of Heritage's cost – labor is not included; or (3) refund the original purchase price at 50% of the original purchase price. Such replacement parts or repairs are warranted for the remainder of the limited warranty period.

The standard paint film is warranted against chalking in excess of a number eight (8) rating based on ASTM D 4214-98 and against color change of more than 5 delta E* units (in accordance with ASTM D-2244-02e1) for five (5) years from the date of purchase from the dealer. In the event a failure covered under this limited warranty occurs, Heritage, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) – labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the limited warranty period.

Exclusions: Products subjected to the detrimental effects of air pollutants, chemical or caustic washes, or the accumulation of concentrated salt deposits are not covered by the terms of this limited warranty. Any scratches, chips or surface damage that would expose the aluminum cladding surface must be repaired immediately and such repair is required to maintain limited warranty coverage.

For limited warranty coverage coastal seashore (areas of high salt concentration), such as those within two (2) miles of the coastal environments, homeowners must implement a systematic fresh water-cleaning program which consists of cleaning with mild soap and water at least every three (3) months or more often when necessary to prevent the accumulation of concentrated salt deposits. Periodic waxing with an automotive-type wax may prolong the finish life. Failure to take these measures will void this limited warranty.

The atmospheric and environmental conditions within two (2) miles of the coastal seashore can be extremely corrosive. Even with a systematic cleaning program, products installed in these conditions will typically deteriorate more than product installed in normal atmospheric/ environmental conditions. Some corrosion and/or deterioration are considered "normal wear and tear" and normal weathering in this atmospheric/environmental condition and are not covered under this limited warranty.

* Technical measurement of fade

No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. HERITAGE EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e., the fifty states and the District of Columbia). This Limited Warranty gives you specific legal

rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

What Is NOT Covered by this Limited Warranty: Specific Additional Exclusions

In addition to any other limitations or exclusions in this Limited Warranty, Heritage shall have no obligation for product failure, damage or costs due to or related to the following:

- Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Any tape with adhesive backing applied to the paint.
- Failure due to the application of hardware not offered by Heritage (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- Failure to properly install Heritage hardware and/or exterior trim.
- Adjustments or corrections due to improper installation.
- Blocking of weep holes.
- Improper installation or use, including use of a non-commercial door as a main entrance or exit door for a building other than a single-family residential unit or re-installing a Heritage window or door after it has been removed from a building and re-sold and/or re-installed in a different building.
- Exposure to conditions beyond published performance specifications.
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship.
- Condensation.
- Improper maintenance, such as use of brick wash, razor blades, sealants, sanding or improper washing.
- Chemicals or airborne pollutants, such as salt or acid rain.
- Delivery by others.
- Accidents.
- Acts of God.
- Normal wear and tear.

Additional items excluded from this limited warranty:

- Installation.
- Labor to replace door panels, glass or other components.
- Labor and other costs related to the removal and disposal of defective product.
- Labor and materials to paint any repaired or replaced product, component, trim or other carpentry work that may be required.
- Products not manufactured by Heritage.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Rattling of grille bars within an air space.
- Insects passing through or around the insect screen.
- Tarnish or corrosion to hardware finishes.

- Vein and Textured finishes.
- Non-standard paint and finishes.
- Stress cracks, thermal shock cracks, and broken glass.
- Delamination of laminated glass.
- Special glazings. Contact us concerning the limited warranty on special glazings.
- Other product series, some products, and accessories have their own limited warranties and are not covered by this limited warranty. Visit www.andersenwindows.com for more information.
- Service trips to provide instruction on product use.

Warranty Claim Procedure

To make a claim under this Limited Warranty, contact Heritage Windows and Doors at:

Heritage Windows and Doors
1503 West San Pedro St.
Gilbert, AZ 85233

You may also contact us by using the Support section of our website at www.heritagewindows.com or by phone at 1-480-892-2600.

Non-Warranty Repair

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or which is outside of the limited warranty period. When warranty coverage is unclear, Heritage may charge an inspection fee for any on-site product inspection. If the inspector determines the Heritage™ product has a defect covered by this Limited Warranty, the inspection fee will be waived.

DISPUTE RESOLUTION PROCESS

General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Andersen related to your Andersen products, you and Andersen agree to resolve the claim using the following process (“Dispute Resolution Process”). This Dispute Resolution Process will apply to claims of any nature relating to your Andersen product (“Dispute(s)”). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

Notice Required

To assert a Dispute, you must first provide Andersen with written notice. A Notice of Dispute form is available for your use on Andersen’s website at www.andersenwindows.com/noticeofdispute.

Andersen Response

Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

No Class Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Opt-Out Procedure

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Andersen’s website at www.andersenwindows.com/optout. Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

Applicable Law and Severability

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Heritage Windows and Doors is a wholly owned subsidiary of Andersen Corporation. Heritage manufactures and supports the limited warranty for Heritage® products. Heritage product claims and the Dispute Resolution Process are managed by its parent company Andersen Corporation.