

# Willmar Windows Warranty Policy

Effective 4/1/2001 – 6/30/2002

## Windows, Doors and Component Parts

WILLMAR WINDOW COMPANY warrants, subject to the conditions and restrictions contained below, that each window, door and component part thereof manufactured by WILLMAR WINDOW COMPANY shall be free from defects in materials or workmanship for a period of two (2) years from the date of manufacture. Further, WILLMAR WINDOW COMPANY warrants specific product as follows:

- (1) Metal Clad and uPVC (Vinyl) paint: Limited ten (10) year warranty against chipping, blistering, flaking, cracking or loss of adhesion. Limited warranty excludes normal fading due to exposure to weather and minor color variation in the coating;
- (2) uPVC (Vinyl) components: Limited twenty (20) year warranty on all uPVC (Vinyl) components against defect in material and workmanship;
- (3) Challenge Steel Insulated Entry Door Slab: Limited warranty for defects in materials or workmanship for a period of ten (10) years subject to the following exclusions: (a) Warp not exceeding 1/4" in the plane of the door; and (b) Bow or misalignment of the frame or jamb into which the door is hung.
- (4) Alterna Insulated Door Slab: Limited warranty for defects in materials or workmanship for a period of five (5) years subject to the following exclusions: (a) Warp not exceeding 1/4" in the plane of the door; and (b) Bow or misalignment of the frame or jamb into which the door is hung.

Should any such product or component be proven defective during the applicable warranty period, the buyer(s) remedies will be limited to the following at WILLMAR WINDOW COMPANY's option: (1) repair of the defective product or component, (2) replacement of the defective product or component, including the cost of shipping, to the person or entity making the warranty claim; or (3) reimbursement of the purchase price. These remedies are the only remedies available for breach of warranty or any other legal theory. In no event shall WILLMAR WINDOW COMPANY be responsible for installation, repainting, refinishing or similar activities connected with the replacement of component parts. Repair or replacement of the product or component part is warranted for ninety (90) days or for the remainder of this warranty, whichever period is longer.

## Insulated Glass

WILLMAR WINDOW COMPANY warrants, subject to the conditions and restrictions contained below, that each insulated glass unit manufactured by WILLMAR WINDOW COMPANY shall be free from defects in materials or workmanship for a period of twenty (20) years from the date of manufacture.

Should any insulated glass unit be proven defective during the first ten (10) years of the warranty period, the buyer(s) remedies will be limited to the following at WILLMAR WINDOW COMPANY's option: (1) repair of the defective product; (2) replacement of the defective product, including the cost of shipping; or (3) reimbursement of the purchase price. These remedies are the only remedies available for breach of warranty or any other legal theory. In no event shall WILLMAR WINDOW COMPANY be responsible for repainting, refinishing or similar activities connected with glass replacement or installation. Replacement of the product is warranted for ninety (90) days or for the remainder of this warranty, whichever period is longer.

WILLMAR WINDOW COMPANY also warrants that if an insulated glass unit is proven defective at any time during the remaining ten(10) years of the warranty period, WILLMAR WINDOW COMPANY will provide a pro-rate credit against the purchase of any replaced insulated glass unit manufactured by WILLMAR WINDOW COMPANY at its current list price. The amount of any such credit shall depend on the number of years from the date of manufacture as follows:

<u>Years from Date of Manufacture</u>	<u>Amount of Credit</u>
11-15 years	50%
16-20 years	25%

## Installation, Maintenance and Care Instructions

All remedies mentioned herein are valid only when products covered by this warranty are properly installed, finished and maintained. There are additional exclusions which apply to this product contained in the Installation, Care and Maintenance Instructions. If you have not received a copy of the Installation, Care and Maintenance Instructions, please contact WILLMAR WINDOW COMPANY for a copy of this publication. WILLMAR WINDOW COMPANY will not be liable for product which has been damaged by (1) accident, mishandling, or improper use, (2) negligent operation, (3) improper installation or maintenance, (4) fire, flood, earthquake, storm, tornado, acts of nature, or any other cause beyond the control of WILLMAR WINDOW COMPANY; (5) any products, components or parts not manufactured by WILLMAR WINDOW COMPANY; (6) defects caused by failure to provide a

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suitable installation environment for the product; (7) use of the product for purposes other than those for which it was designed; (8) unauthorized attachments or modifications; or (9) any other abuse or misuse by the original purchaser or subsequent user. All disclaimers and exclusions contained herein apply under all conditions

## Limitation on Liability

THIS WARRANTY SETS FORTH WILLMAR WINDOW COMPANY(S) MAXIMUM LIABILITY FOR ITS PRODUCTS. WILLMAR WINDOW COMPANY SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. WILLMAR WINDOW COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. WILLMAR WINDOW COMPANY MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE ORIGINAL PURCHASER OR TO ANY SUBSEQUENT USER OF THE PRODUCT, EXCEPT AS EXPRESSLY CONTAINED HEREIN. THE REMEDIES CONTAINED HEREIN SHALL BE SOLE AND EXCLUSIVE. IN THE EVENT APPLICABLE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

No distributor, dealer or representative of WILLMAR WINDOW COMPANY 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 WILIMAR WINDOW COMPANY will be without legal effect.

This warranty allocates the risk of product failure between WILLMAR WINDOW COMPANY, purchasers and ultimate users of this product. This allocation is recognized by and reflected in the price of the goods. The original purchaser of this product acknowledges that they have read this warranty, understand it and are bound by its terms.

## Claim Procedure

To initiate a claim under this warranty, contact the distributor or contractor from whom you purchased the WILLMAR WINDOW COMPANY product. If no corrective action has been taken within a reasonable time, write to: WILLMAR WINDOW COMPANY, Attention: Warranty Claims, 485 Watt Street, Winnipeg, Manitoba, Canada R2K 2R9. Please (a) identify the product that is involved, the date and place of purchase, and the original purchase price if known; (b) describe completely what the claimed defect is (photographs or sketches are helpful); (c) identify yourself and those persons who have already been contacted and state what attempts have been made to correct the problem; (d) give the address where the defective product can be inspected; and (e) give a phone number where you can be reached. WILLMAR WINDOW COMPANY will investigate your claim and within sixty (60) days after notification take appropriate action. WILLMAR WINDOW COMPANY may charge an inspection fee for any onsite inspection that is required or that is requested by you. If it is determined that the product has a defect covered by this warranty, the inspection fee will not be charged.

This warranty extends to the original purchaser. The term "original purchaser" as used in this warranty means the contractor/distributor/purchaser and the initial owner of the structure into which the product is installed. This warranty is not assignable or transferable. The original purchaser is responsible to assure that the initial owner of the structure into which the product is installed receives a copy of this warranty. The failure to provide the owner with this warranty will not subject WILLMAR WINDOW COMPANY to any express or implied warranties, liabilities or remedies in excess of those provided herein. This warranty is not applicable outside the U.S. or Canada.

This limited warranty is effective for all products manufactured by WILLMAR WINDOW COMPANY on or after September 1, 1999, and all previous warranties shall be considered null and void as to such products. Any previous warranties will continue to apply to products manufactured by WILLMAR WINDOW COMPANY prior to September 1, 1999.

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