



# REVIVE™

REPLACEMENT WINDOWS

## Limited Warranty

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Revive™ pocket replacement windows installed within the United States and Canada will be free from defects in materials and workmanship that significantly impair their operation and proper usage, subject to conditions and limitations within. This warranty is transferable to subsequent structure owners, up to the time limits of the warranty. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, [www.windsorwindows.com](http://www.windsorwindows.com).

Windsor would like to thank you for selecting our Revive replacement windows. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

**ATTENTION! THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.** By purchasing, installing or using this product without opting out as provided below, you agree to arbitrate any dispute you may have with Windsor relating to your Windsor products and to waive your rights to a jury trial and to participate in class-action or class-arbitration proceedings relating to any such disputes. **YOU CAN OPT OUT OF THIS ARBITRATION AGREEMENT AND THESE WAIVERS AS SET FORTH BELOW.**

Revive Wood Clad and Hybrid replacement windows carry a “**Lifetime Limited Warranty,**” which covers: 1) Insulated glass seal failures for 20 years; 2) cellular PVC components for 25 years; and workmanship and materials for 10 years. All timeframes are measured from the date of manufacture. In addition, we are now introducing optional extended-life exterior aluminum surface finishes that extend the warranty on such finishes to a period of 30 years (see #2 below for details).

**Revive Vinyl replacement windows** carry a “**Lifetime Limited Warranty,**” which provides coverage for workmanship and materials to the original owner-occupant of a single-family residence, for as long as they occupy their single-family residence, subject to the terms, conditions and exclusions below. If either the residence is sold, or these products are installed in a “non-single-family structure,” then the duration of all warranties is limited to 10 years from the original date of manufacture.

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There are eight primary components to Revive replacement windows, and the assurances and warranty provisions are specific to each:

**1a. Insulated glass used in Revive Wood Clad and Hybrid replacement windows: 20 years**

– Windsor warrants that, from the date of manufacture, and under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs, Windsor will provide replacement insulated glass only, for 20 years free of charge. Replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**1b. Insulated glass used in Revive Vinyl replacement windows**

– Windsor warrants that under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs:

- **For the first 10 years from the date of manufacture.** Windsor will provide replacement insulated glass only, free of charge.
- **Beginning in year 11 from the date of manufacture.** Windsor will provide the original owner-occupant of a single-family residence in which Revive products have been installed, replacement insulated glass at the cost of 50 percent of the current list price at the time the claim is submitted. In all cases, Replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any costs associated with the installation, disposal and/or refinishing of the replacement part, including labor.*

**2. Exterior aluminum surface finishes**

**AAMA 2604:** Standard finish – 20-year warranty\*

**AAMA 2605:** Optional upgrade – 30-year warranty\*

**Anodized:** 5-year warranty\*

- **Warranty:** Windsor warrants that from the date of manufacture exterior aluminum surface finishes, when exposed to normal atmospheric conditions, will not peel, check, crack, blister, flake or lose adhesion. This warranty begins on the date of manufacture. Please be aware that exterior aluminum surface finishes will weather and fade over time in any environment. Weathering, chalking and fade will vary depending on conditions, such as exposure to heavy salt spray environments, airborne pollution, elevation, orientation, altitude and other atmospheric conditions. To prolong the life and appearance of the finish coating, it is required that exterior cladding be cleaned and maintained according to a scheduled maintenance program. If paint failure should occur, Windsor reserves the right to determine the best method for corrective action.
- See Windsor’s website, [www.windsorwindows.com](http://www.windsorwindows.com), for cleaning and maintenance instructions; also refer to AAMA 610.1-79. Windsor’s website has additional information about each of the available finishes.

\*Coastal applications: Applies where units are installed within one mile of the coast. The warranty for coastal applications is 10 years from the date of manufacture and applies only to product finished with AAMA 2605 coating. There is no coastal application warranty for products finished with AAMA 2604 or Anodized coatings.

**3. Cellular PVC components: 25 years** – Cellular PVC components are warranted to not rot, warp, blister, corrode or flake under normal conditions for 25 years from the date of manufacture. If any repair or replacement is necessary, such repair or replacement is warranted for the remainder of the warranty period applicable to the original product.

**4. Revive Vinyl material: Limited Lifetime** – Windsor warrants, from the date of manufacture, vinyl material will not blister, corrode, flake, chip, peel or rot under normal conditions, so as to substantially impair the operation or performance of the Revive Vinyl replacement windows. If any of the vinyl material in our Revive Vinyl replacement windows should blister, corrode, flake, chip, peel or rot under normal conditions, or in the event the vinyl material fails, Windsor will provide a free Revive Vinyl replacement product or affected part.

**5. All other parts and components: 10 years (including, but not limited to, such items as weatherstrip and hardware)** – Window hardware components are usually manufactured by others and purchased by Windsor for use in our products. Windsor warrants its Revive hardware components, under normal conditions, against premature component failure that substantially impairs the operation or performance of the part or component. In the event of such a failure, Windsor will provide no-charge replacement parts for 10 years from the date of manufacture of Revive windows. Since Windsor purchases many of these parts and components from others, Windsor cannot guarantee that the exact model or design will be available in the future, and usually, the current model will be provided.

*NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

#### **6. Window Sash Opening Limiting Devices**

- Always refer to applicable building codes when considering the purchase, installation and application for use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.
- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to be used as Window Opening Control Devices.
- Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.

#### **7. Factory-applied interior finishes: Two years from date of manufacture**

- Windsor warrants that under normal conditions, factory-applied interior paint or stain (including clear coat finishes) will not peel, check, crack, blister, flake or lose adhesion. **PLEASE NOTE:**
- A) Wood darkens over time and this will happen despite the application of a factory-applied interior finish. This is not a defect.
- B) The application of factory-applied interior finish may make the grain of the wood more visible or noticeable. This is not a defect.

C) Factory-applied finishes are applied to window components before they are assembled so seams between components will be visible despite the application of factory-applied finish.

D) Staining or deterioration of factory-applied interior finishes due to condensation is not covered.

If Windsor determines that a factory-applied finish has failed, Windsor shall, at its sole discretion, determine the best method for correcting the failure which includes one of the following: 1) refinish all or a portion of the product; 2) furnish, at no charge, a replacement component part; or 3) refund the original purchase price of the item in question. ("Interior primed only" products are **excluded** from the interior factory-applied paint warranty.)

**8. Factory-applied painted vinyl** – For a period of 10 years from the date of manufacture, Windsor will warrant that under normal conditions, the factory-applied paint applied will be free from failure due to product defect. Specifically, Windsor warrants against the paint peeling, cracking, flaking or blistering, and against significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions. Windsor does not warrant against any damage or alteration to the factory-applied paint caused by the use of organic or chemical solvents, or an environmental factor causing such damage including, but not limited to, stucco leach, acidic washes, hard tack tape and blowing sand.

As with all painted surfaces, natural weathering will occur over time. Exposure to certain environmental elements will require regular cleaning and/or maintenance. In harsher conditions this could include up to semi-monthly cleaning and/or maintenance.

Please visit [www.windsorwindows.com](http://www.windsorwindows.com) and follow Windsor's Care and Use Guide to clean, maintain and touch-up the paint.

**CAUTION: MUST READ PRIOR TO PERFORMING PAINT TOUCH-UP OR PAINT REAPPLICATION!** If touch-up painting is required, use only the specific paint acquired from Windsor for this purpose. **FAILURE TO USE PAINT ORDERED FROM WINDSOR WILL RESULT IN FORFEITURE OF THE PAINT WARRANTY ON THESE WINDOWS!** Painting professionals should review Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com) for touch-up and paint reapplication guidelines and contact Windsor directly to obtain this particular paint.

#### **Windsor is not responsible for wall design and construction, or product selection:**

- Windsor is not responsible for, and does not warrant against, any claims or damages resulting from water intrusion attributable to deficiencies in building design, construction and/or maintenance, which are the responsibility of the buyer, owner, architect, contractor, installer or other construction professionals. The determination of whether such deficiencies exist is left to Windsor's sole discretion.
- Windsor is also not responsible for, and does not warrant against damages attributable to the specification or use of particular Windsor products in a particular application.

- All risks related to building design construction, and maintenance, the fitness or suitability of Windsor's products for a particular application, and/or the installation of Windsor's products, shall be assumed by the buyer and or owner in conjunction with the architect, contractor, installer or other construction professionals.

### **Window Sash Opening Limiting Devices:**

- Windsor is not responsible for determining whether Sash Opening Limiting Devices are required for a particular application, and does not warrant against damages attributable to the determination of whether such devices were required.
- Windsor is not responsible for, and does not warrant against, damages attributable to the disconnecting, removing or modifying of Window Sash Opening Limiting Devices.
- Windsor is also not responsible for damages attributable to Window Sash Opening Limiting Devices not supplied by Windsor.

### **Storage and Handling of Revive Vinyl Windows:**

**IMPORTANT!** If vinyl windows are not installed immediately upon delivery, they must be properly stored and protected until installed. If the vinyl product is not stored properly, distortion of the frames can occur, affecting operation and performance. Vinyl windows should be installed within 30-60 days of receiving them.

Follow these procedures for proper storage of vinyl windows:

- Remove stretch wrap immediately so the individual units can be exposed to circulated air.
- Do not store units outside or in direct sunlight. Allow sufficient spacing between products for ventilation.
- Never store vinyl units in a closed truck or other enclosure.
- Never stack or lean vinyl units against each other in the sun.
- Always carry vinyl units upright. Do not carry flat! Doing so can result in damage to the unit.
- Always store vinyl units vertically. Do not store windows flat or stack horizontally.
- Vinyl units must be stored in a clean, dry, well-ventilated and enclosed area.
- Vinyl windows with unsupported nailing fins should have their corners blocked and protected to prevent damage to the nailing fin.

**Failure to follow these procedures will void our product warranty.**

### **The remedies provided in this lifetime limited warranty will be forfeited by the occurrence of any of the following conditions:**

- Improper installation of the window unit. (Installation Guidelines are factory applied on each unit.)
- Installation of windows in a location where they are in the path of spray from a sprinkler system.

- Installation of windows within 8 inches of the ground cover. Ground cover must remain more than 8 inches below the windows.
- Where someone other than Windsor assembles Windsor-supplied components into a complete window unit, Windsor will only warrant the components it supplied, not the complete window unit. **Replacement components:**

**A. Insulated Glass Units** – Where someone replaces a component of Windsor product with a Windsor-supplied insulated glass unit, the insulated glass unit comes with a new 20-year warranty (from the date of manufacture of the replacement insulated glass unit).

**B. All Other Components** – When any other Windsor components are replaced with Windsor-supplied components, the replacement components are warranted for the remainder of the warranty period applicable to the original component.

- Failure to follow all applicable steps in Windsor's Installation Guidelines.
- Failure to maintain proper alignment of operating window sashes. (For additional information, please see the Installation Guidelines attached to the product, or Windsor's Care and Use Guide, which can be found at [www.windsorwindows.com/support/warranty-information](http://www.windsorwindows.com/support/warranty-information).)
- **Revive Wood Clad and Hybrid replacement windows.** Failure to apply sealant along sill joints and joints of exterior stops, and failure to install an interior and exterior seal between the existing window and the replacement window, including low-expansion foam, on both sides and the head/top of the window, as required by Windsor's Installation Guidelines.
- **Revive Vinyl replacement windows.** Failure to apply sealant along sill joints and joints of exterior stops, and failure to properly seal the sides and bottom of the replacement window using low-expansion foam and quality grade neutral cure exterior sealant, as required by Windsor's Installation Guidelines.
- Failure to properly finish/protect/maintain windows and their components within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish.
- Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Damage caused by acts of God or some other cause outside Windsor's control including, but not limited to, vandalism, fire, flood, earthquake, war, civil unrest and natural causes and/or natural disasters, including earthquakes, floods, hail, ice dams, tornadoes, hurricanes, typhoons or other conditions that exceed the design parameters of Windsor's products.

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a paint not specifically formulated for PVC materials will forfeit the product warranty.**

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a color darker than L-56 (on the scale where 0=black and 100=white), even with a paint specifically formulated for PVC, will forfeit the product warranty.**

- Removal of any permanent warning or identification labels from the product or products.
- Installation in a non-vertical or sloped application.
- **Re-installing a window that has been uninstalled.** Warranty coverage will be forfeited if the window unit was damaged during uninstallation and by the failure to follow all requirements of Windsor's Installation Guidelines when the window unit is re-installed.
- Damage from accident, misuse or abuse.
- Modifications of Windsor's products, by someone other than Windsor, that adversely affect their intended performance, including but not limited to, the addition of alarm system components and/or remote window operators.
- Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass or the use of film shades.
- Use of Windsor's products in saunas, spas, swimming pool or hot tub enclosures, showers, greenhouses or other environments where the Windsor products will be exposed to excessive moisture, or in ships, boats, trailers or campers.
- Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
- Exposure to harmful chemicals.
- Mulling (connecting or attaching) Revive product(s) to those of another manufacturer.
- Failure to follow Windsor's Care and Use recommendations. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Failure to maintain any factory painted finish (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com) for maintenance information.)
- Failure to use paint ordered from Windsor to touch-up or reapply to vinyl windows with factory-applied paint.
- Failure to comply with the claims procedure outlined herein.

**Exclusions – The following items or conditions are specifically excluded from the remedies provided by this warranty:**

1. Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
2. Remedies requested for damage resulting from anything other than a manufacturing or design defect by Windsor, including but not limited to damage resulting from improper handling or delivery by someone other than Windsor, and/or the improper storage of Windsor products prior to installation (see Windsor's Installation Guidelines and Care and Use Guide for additional information on product

storage. (The Care and Use Guide can be found at [www.windsorwindows.com/support/service-information](http://www.windsorwindows.com/support/service-information)).

3. Remedies requested for any consequential, incidental or punitive damages.
4. Remedies associated with Window Sash Opening Limiting Devices that are not properly maintained to ensure proper operation. Installation of such devices does not render unnecessary the careful monitoring of children around windows, nor does the installation of such devices mean that Windsor warrants against dangers associated with children and open windows. Such devices must be checked annually to ensure they are operating properly.
5. Remedies requested for leakage where the window units in question were muller by someone other than Windsor.
6. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation, or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of a manufacturing defect.
  - d. Condensation and damage caused by the failure to resolve condensation.
  - e. Damage to glass, metal, cellular PVC, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass.
  - h. Heat gain, vinyl distortion or damage of any kind, including, but not limited to, effects due to the reflective properties of glass and its finishes.
  - i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
  - j. Stresses to product caused by building defects, movement of the building in which the windows are installed, and/or components of that building, including building settlement.
  - k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
  - l. Normal weathering, wear and tear.
7. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)
8. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.

9. Remedies requested for special glazing.
10. Laminated glass will have a warranty limited to five years from the date of manufacture against delaminating of inner liner (PVB) and extensive visual obstruction due to glass seal failure.
11. Windsor does not warrant the percentage of inert gas present in products that have gas-filled insulated glass units. Gas dissipates over time at different rates depending upon use and conditions.
12. Remedies requested for inner grid rattle due to the lack of uniform supported structure of product, in which the operation of the product or of another product causes vibration harmonics into the Windsor product and induces inner grids to vibrate against the interior of the insulated glass, creating a noise.
13. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
14. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
15. Remedies requested for anodized aluminum exterior finish: variances in appearance of color, dielines, pitting and chalking are not warranted.
16. Remedies requested for normal wear and tear on the interior or exterior finishes of window components that come in contact with each other as part of the normal operation of the window.
17. Remedies requested for dents, scratches or other damage to pre-finished interiors which occur after the Windsor products leave Windsor's possession.
18. Remedies requested for painted interior finish failures related to, but not limited to, knots, finger joints, stile and rail separation, joint separation of components, failures resulting from cracking/splitting/raised grain of the substrate, improper installation, lack of maintenance, moisture penetration, condensation or improper cleaning.
19. Remedies requested for fading or chalking of exterior aluminum surface finishes are warranted only when chalking exceeds number (8) chalk rating using ASTM 4214-98, and fading or color change is greater than 5 delta E in accordance with ASTM D-2244-02.
20. Remedies requested for damage to exterior finishes that occur after the Window products leave Windsor's possession and are caused by forces outside of Windsor's control including, but not limited to: pressure washers; blemishes to the finish caused by something impacting, scratching, rubbing, and/or chipping the finish; exposure to harmful environmental and atmospheric conditions including salt and/or other chemicals that damage the finish, and other conditions that could contribute to creating conditions harmful to the finish, including elevation, orientation, altitude, and/or excessive UV exposure.
21. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
22. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping and twisting.
23. Remedies for any special or custom product or item that is manufactured according to specification provided by the customer.
24. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
25. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
26. Remedies requested for any product installed in structures that do not allow for proper management/drainage of moisture, including, but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.
27. Remedies requested for products manufactured by others.

**Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Windsor products by Windsor. The determination of the applicability of any of the warranties contained herein is left solely to the discretion of Windsor.**

- No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.
- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements, or costs of refinishing window components or adjacent parts/millwork.
- Windsor shall make the final determination as to whether or not a defect exists.
- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price.
- Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.

- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period.
- Label and Ratings Disclaimer: At the time Windsor products are manufactured, they receive labels that reflect the fact that they meet certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance, and/or sound transmission. Such specifications are reflected on labels attached to the Windsor products which reference the National Fenestration Rating Council (NFRC) and/or the Window and Door Manufacturer's Association (WDMA) Hallmark ratings. The product characteristics that are subject of these ratings can and will change over time due to many factors, including environmental conditions, normal wear and tear, product maintenance (or lack thereof), the manner in which the products are installed, the age of the product, and other factors, all of which are beyond Windsor's control. The ratings on the labels reflect product characteristics that existed at the time of purchase, and are included on the product

solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed over the life of the Windsor product. It is also possible that the characteristics reflected on the labels apply only to a single window and not to a mulled configuration.

- This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards including applicable building codes.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist. This does not constitute a waiver of any of the provisions of this warranty.

This warranty is governed by the laws of the State of Iowa without regard to choice of law principles. If any specific provision of this warranty is prohibited by any applicable law, the remainder of the warranty shall remain in force and effect.

## Warranty Claim Procedure

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

## Response by Windsor

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

## Dispute Resolution Process

You and Windsor agree that any Dispute arising out of or related to the Windsor products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term "Dispute" shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute, regulation, ordinance or common law) arising out of or related to your Windsor products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Windsor products) and/or the validity or enforceability of this Warranty and/or the Arbitration Agreement.

## Notice of Dispute

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, you must provide Windsor with a Notice of Dispute. You can do so either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support), which will take you to a form that you need to complete, or by calling Windsor at 1-800-218-6186.

## Response by Windsor

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute.

## Arbitration Agreement and Jury-Trial and Class-Action Waivers

If you and Windsor are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration. BY PURCHASING, INSTALLING OR USING THIS PRODUCT WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY DISPUTE YOU MAY HAVE WITH WINDSOR RELATING TO YOUR WINDSOR PRODUCTS AND TO WAIVE YOUR

RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS-ACTION OR CLASS-ARBITRATION PROCEEDINGS RELATING TO ANY SUCH DISPUTES. The full terms and conditions applicable to this Arbitration Agreement and these waivers are set forth in Windsor's "Arbitration Agreement," which is incorporated herein by reference and is available at [www.windsorwindows.com/support](http://www.windsorwindows.com/support) or by calling Windsor at 1-800-218-6186.

## Arbitration Opt-Out Option

YOU CAN OPT OUT OF THE ABOVE ARBITRATION AGREEMENT AND WAIVERS. To do so, you must notify Windsor within 90 calendar days of the date you purchased or otherwise took ownership or other interest in your Windsor products either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support) and completing the Opt-Out Form located there, or by calling Windsor at 1-800-218-6186. Opting out of the Arbitration Agreement will not affect the coverage provided by any warranty applicable to your Windsor products.

## Failure to Follow Procedures or Processes

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. Opting out, as described above, is the only way to alter, waive or void the Arbitration Agreement and waivers described herein.

## Applicable Laws

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 Iowa without regard to conflict of law principles. If any term(s) of this Dispute Resolution Process, Arbitration Agreement and/or waivers is/are 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.



CONNECT WITH US



900 South 19th Street • West Des Moines, IA 50265 • 515.223.6660 • 800.218.6186  
2210 Stafford Street Extension • Monroe, NC 28110 • 704.283.7459 • 800.205.5665  
[www.windsorwindows.com](http://www.windsorwindows.com)



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# NEXT DIMENSION

## Limited Lifetime Warranty

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Next Dimension windows and patio doors installed within the United States and Canada will be free from defects in materials and workmanship that significantly impair their operation and proper usage for the lifetime of the home where originally installed, subject to the conditions and limitations within. This lifetime limited warranty applies to the entire window or door, including the glass. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, [www.windsorwindows.com](http://www.windsorwindows.com).

Windsor would like to thank you for selecting our Next Dimension vinyl products. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so all parties are assured the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

**ATTENTION! THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.** By purchasing, installing or using this product without opting out as provided below, you agree to arbitrate any dispute you may have with Windsor relating to your Windsor products and to waive your rights to a jury trial and to participate in class-action or class-arbitration proceedings relating to any such disputes. **YOU CAN OPT OUT OF THIS ARBITRATION AGREEMENT AND THESE WAIVERS AS SET FORTH BELOW.**

Next Dimension products carry a “**Lifetime Limited Warranty,**” which provides coverage against workmanship and materials to the original owner-occupant of a single-family residence, for as long as they occupy their single-family residence, subject to the terms, conditions, and exclusions below. If either the residence is sold, or these products are installed in a “non single-family structure,” then the duration of all warranties is limited to 10 years from the original date of manufacture.

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There are five primary components to Next Dimension products, and the assurances and warranty provisions are specific to each:

**1. Next Dimension vinyl material:** – Windsor warrants that, from the date of manufacture, vinyl material will not blister, corrode, flake, chip, peel or rot under normal conditions, so as to substantially impair the operation or performance of the Next Dimension products. If any of the vinyl material in our Next Dimension products should blister, corrode, flake, chip, peel or rot under normal conditions, or in the event the vinyl material fails, Windsor will provide a free Next Dimension vinyl replacement product or affected part, AND will pay costs Windsor determines to be reasonable and associated with the installation, disposal, and finishing of the replacement product or affected part, including labor.

**2. Non-vinyl parts and components (including, but not limited to, such items as weatherstrip and hardware)** – Windsor warrants its Next Dimension products against premature component failure that substantially impairs the operation or performance of these products. In the event of such a failure, Windsor will provide no-charge replacement parts. *NOTE: There is no coverage for any costs associated with the installation, disposal and/or finishing of the replacement part, including labor.*

**3. Window Sash Opening Limiting Devices**

- Always refer to applicable building codes when considering the purchase, installation and application for use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.
- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to be used as Window Opening Control Devices.

- Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.

**4. Insulated glass used in Next Dimension vinyl products** – Windsor warrants that under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs:

- **For the first 10 years from the date of manufacture,** Windsor will provide replacement insulated glass only, free of charge.
- **Beginning in year 11 from the date of manufacture,** Windsor will provide the original owner-occupant of a single-family residence in which Next Dimension products have been installed, replacement insulated glass at the cost of 50 percent of the list price at the time the claim is submitted.

In all cases, replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any costs associated with the installation, disposal, and/or refinishing of the replacement part, including labor.*

**4a. Blinds between the glass – If your Next Dimension products have blinds installed between the glass panes, this warranty applies instead of the “Insulated glass used in Next Dimension vinyl products” warranty.** Blinds between the glass and the insulated glass units in which they are installed are warranted for 10 years from the date of manufacture against:

- Development of any material visual obstruction under normal conditions as a result of premature failure of the insulated glass seal;
- Failure of the operation of the shade/blind,
- Failure of the external control mechanism for the blinds attached to the glass.

Warranty coverage is excluded where Windsor determines failure is due to improper handling, improper cleaning,

lint threads or some other obstruction within the insulated glass, or installation in a high heat environment, including, but not limited to, application of a storm panel or storm door, enclosing the exterior of the insulated glass unit that has blinds between the panes. If a failure of seal occurs, Windsor will only provide a replacement insulated glass unit with blinds between the panes, free of charge. In all cases, replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any costs associated with the installation, disposal, and/or refinishing of the replacement part, including labor.*

**4b. Laminated and/or impact glass** – Windsor warrants against delamination of the inner liner (PVB) and extensive visual obstruction due to glass seal failure for a period of five years from the date of manufacture. If a failure of the seal or the inner liner occurs, Windsor will provide replacement insulated glass with laminated and/or impact glass only, free of charge. In all cases, replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any costs associated with the installation, disposal, and/or refinishing of the replacement part, including labor.*

**5. Factory-applied painted vinyl** – For a period of 10 years from the date of manufacture, Windsor will warrant that under normal conditions, the factory applied paint will be free from failure due to defective paint. Specifically, Windsor warrants against the paint peeling, cracking, flaking or blistering, and against significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions. Windsor does not warrant against any damage or alteration to the factory-applied paint caused by the use of organic or chemical solvents, or an environmental factor causing such damage including, but not limited to, stucco leach, acidic washes, hard tack tape and/or blowing sand.

As with all painted surfaces, natural weathering will occur over time. Exposure to certain environmental elements will require regular cleaning and/or maintenance. In harsher conditions, this could include up to semi-monthly cleaning and/or maintenance.

Please visit [www.windsorwindows.com](http://www.windsorwindows.com) and follow Windsor's Care and Use Guide to clean, maintain and touch-up the paint.

**CAUTION: MUST READ PRIOR TO PERFORMING PAINT TOUCH-UP OR PAINT REAPPLICATION!** If touch-up painting is required, use only the specific paint acquired from Windsor for this purpose. **FAILURE TO USE PAINT ORDERED FROM WINDSOR WILL RESULT IN FORFEITURE OF THE PAINT WARRANTY ON THESE WINDOWS!** Painting professionals should review Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com) for touch-up and paint reapplication guidelines and contact Windsor directly to obtain this particular paint.

**Windsor is not responsible for wall design and construction, or product selection:**

- Windsor is not responsible for, and does not warrant against, any claims or damages resulting from water intrusion attributable to deficiencies in building design, construction and/or maintenance, which are the responsibility of the buyer, owner, architect, contractor, installer or other construction professionals. The determination of whether such deficiencies exist is left to Windsor's sole discretion.

- Windsor is also not responsible for, and does not warrant against damages attributable to the specification or use of particular Windsor products in a particular application.
- All risks related to building design construction, and maintenance, the fitness or suitability of Windsor's products for a particular application, and/or the installation of Windsor's products, shall be assumed by the buyer and/or owner in conjunction with the architect, contractor, installer or other construction professionals.

**Window Sash Opening Limiting Devices:**

- Windsor is not responsible for determining whether Sash Opening Limiting Devices are required for a particular application, and does not warrant against damages attributable to the determination of whether such devices were required.
- Windsor is not responsible for, and does not warrant against, damages attributable to the disconnecting, removing, or modifying of Window Sash Opening Limiting Devices.
- Windsor is also not responsible for damages attributable to Window Sash Opening Limiting Devices not supplied by Windsor.

**Storage and Handling:**

**IMPORTANT!** If vinyl Next Dimension windows and doors are not installed immediately upon delivery, they must be properly stored and protected until installed. If the vinyl product is not stored properly, distortion of the frames can occur affecting operation and performance. Vinyl windows and doors should be installed within 30-60 days of receiving them.

Follow these procedures for proper storage of vinyl windows and doors:

- Remove stretch wrap immediately so the individual units can be exposed to circulated air.
- Do not store units outside or in direct sunlight. Allow sufficient spacing between products for ventilation.
- Never store vinyl units in a closed truck or other enclosure.
- Never stack or lean vinyl units against each other in the sun.
- Always carry vinyl units upright. Do not carry flat! Doing so can result in damage to the unit.
- Always store vinyl units vertically. Do not store windows flat or stack horizontally.
- Vinyl units must be stored in a clean, dry, well-ventilated and enclosed area.
- Vinyl windows with unsupported nailing fins should have their corners blocked and protected to prevent damage to the nailing fin.

**Failure to follow these procedures will void this warranty.**

**The remedies provided in this lifetime limited warranty will be forfeited by the occurrence of any of the following conditions:**

- Improper installation of the window or door unit. (Installation Guidelines are factory applied on each unit.)
- Installation of windows and doors in a location where they are in the path of spray from a sprinkler system.

- Installation of Windows within 8 inches of the ground cover. Ground cover must remain more than 8 inches below the windows.
  - Where someone other than Windsor assembles Windsor-supplied components into a complete window or door unit, Windsor will only warrant the components it supplied, not the complete window or door unit. **Replacement components:**
    - A. Insulated Glass Units** – Where someone replaces a component of Windsor product with a Windsor-supplied insulated glass unit, the insulated glass unit comes with a new 10-year warranty (from the date of manufacture of the replacement insulated glass unit). Laminated or impact glass comes with a new 5-year warranty (from the date of manufacture of the replacement glass unit).
    - B. All Other Components** – When any other Windsor components are replaced with Windsor-supplied components, the replacement components are warranted for the remainder of the warranty period applicable to the original component.
  - Failure to apply neutral cure silicone sealant at the following locations, if required by Windsor's Installation Guidelines: 1.) on the interior side where the nailing fin meets the frame; 2.) on the interior side of head and jamb nailing fins in line with the nailing holes; and 3.) a discontinuous bead on the interior side of the sill nailing fin.
  - Failure to maintain proper alignment of doors and operating window sashes. (For additional information, please see the Installation Guidelines attached to the product, or Windsor's Care and Use Guide, which can be found at [www.windsorwindows.com/support/warranty-information](http://www.windsorwindows.com/support/warranty-information).)
  - Failure to install a seal around the full interior perimeter of the opening, including foam insulation on the sides and top between the window frame and rough opening and on the sill a bead of sealant between the sill flashing and the window frame, as required by Windsor's Installation Guidelines.
  - Failure to install flashing at the rough sill of the window/door opening that covers the entire width and depth of the sill plate and six inches up the side jambs as required by Windsor's Installation Guidelines.
  - Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish.
  - Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish. Failure to properly finish/protect wood components, CPVC components and/or all interior surfaces within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods.
  - Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
  - Damage caused by acts of God or some other cause outside Windsor's control, including but not limited to vandalism, fire, flood, earthquake, war, civil unrest and natural causes and/or natural disasters, including earthquakes, floods, hail, ice dams, tornadoes, hurricanes, typhoons or other conditions that exceed the design parameters of Windsor's products.
  - Removal of any permanent warning or identification labels from the product or products.
  - Installation in a non-vertical or sloped application.
  - **Re-installing a window or door that has been uninstalled.** Warranty coverage will be forfeited if the window or door unit was damaged during uninstallation and by the failure to follow all requirements of Windsor's Installation Guidelines when the window or door unit is re-installed.
  - Damage from accident, misuse or abuse.
  - Modifications of Windsor's products, by someone other than Windsor, that adversely affect their intended performance, including but not limited to, application of non-Windsor vinyl paint, drilling or screwing into the vinyl, or the addition of alarm system components and/or remote window operators.
  - Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass or the use of film shades.
  - Use of Windsor's products in saunas, spas, swimming pool or hot tub enclosures, showers, greenhouses, or other environments where the Windsor products will be exposed to excessive moisture, or in ships, boats, trailers or campers.
  - Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
  - Exposure to harmful chemicals.
  - Mulling (connecting or attaching) Next Dimension product(s) to those of another manufacturer.
  - Failure to follow Windsor's Care and Use recommendations. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
  - Failure to maintain any factory painted finish (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com) for maintenance information.)
  - Failure to use paint ordered from Windsor to touch-up or reapply to vinyl windows with factory-applied paint.
  - Failure to comply with the claims procedure outlined herein.
- Exclusions – The following items or conditions are specifically excluded from the remedies provided by this warranty:**
1. Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
  2. Remedies requested for damage resulting from anything other than a manufacturing or design defect by Windsor, including but not limited to damage resulting from improper handling or delivery by someone other than Windsor, and/or the improper storage of Windsor products prior to installation (see Windsor's Installation Guidelines and Care and Use Guide for additional information on product storage. The Care and Use Guide can be found at [www.windsorwindows.com/support/service-information](http://www.windsorwindows.com/support/service-information)).

3. Remedies requested for any consequential, incidental or punitive damages.
4. Remedies associated with Window Sash Opening Limiting Devices that are not properly maintained to ensure proper operation. Installation of such devices does not render unnecessary the careful monitoring of children around windows, nor does the installation of such devices mean that Windsor warrants against dangers associated with children and open windows. Such devices must be checked annually to ensure they are operating properly.
5. Remedies requested for leakage where the window or door units in question were mullied by someone other than Windsor.
6. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation, or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of a manufacturing defect.
  - d. Condensation and damage caused by the failure to resolve condensation.
  - e. Damage to glass, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals, or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass.
  - h. Heat gain, vinyl distortion, or damage of any kind caused by excessive heat, including, but not limited to, effects due to the reflective properties of glass and its finishes.
  - i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
  - j. Stresses to product caused by building defects, movement of the building in which the windows are installed and/or components of that building, including building settlement.
  - k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
  - l. Normal weathering, wear and tear.
7. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)
8. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.
9. Remedies requested for special glazing.
10. Laminated and/or impact glass will have a warranty limited to five years against delaminating of PVB or SGP inner liner.
11. Windsor does not warrant the percentage of inert gas present in high-performance products. Gas dissipates over time at different rates depending upon use and conditions.
12. Remedies requested for rattling of, or noise caused by, inner grids or blinds between the glass due to, but not limited to, the lack of uniform supported structure of product, in which the operation of the product, or of another product, causes vibration harmonics into the Windsor product and induces inner grids or blinds between the glass to vibrate against the interior of the insulated glass, creating a noise.
13. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
14. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
15. Remedies requested for normal wear and tear on the interior or exterior finishes of window or door components that come in contact with each other as part of the normal operation of the window or door.
16. Remedies for dents, scratches, or other damage to painted interior or exteriors which occur after the Windsor products leave Windsor's possession.
17. Remedies requested for damage to exterior finishes that occur after the Windsor products leave Windsor's possession and are caused by forces outside of Windsor's control including, but not limited to: pressure washers, blemishes to the finish caused by something impacting, scratching, rubbing, and/or chipping the finish, exposure to harmful chemicals that damage the finish, and other conditions that could contribute to creating conditions harmful to the finish, including elevation, orientation, altitude, and or excess UV exposure.
18. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
19. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping, and twisting.
20. Remedies requested for any special or custom product or item that is manufactured according to specification provided by the customer.
21. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
22. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
23. Remedies requested for any product installed in structures that do not allow for proper management/drainage of moisture, including, but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.

24. Remedies requested for products manufactured by others.

**Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Windsor products by Windsor. The determination of the applicability of any of the warranties contained herein is left solely to the discretion of Windsor.**

- No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.
- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements, or costs of refinishing window or door components or adjacent parts/millwork.
- Windsor shall make the final determination as to whether or not a defect exists.
- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price.
- Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.
- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period.
- Label and Ratings Disclaimer: At the time Windsor products are manufactured, they receive labels that reflect the fact that they meet certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance, and/or sound transmission. Such specifications are reflected on labels attached to the Windsor products which reference the National Fenestration Rating Council (NFRC) and/or the Window and Door Manufacturer's Association (WDMA) Hallmark ratings. The product characteristics that are subject of these ratings can and will change over time due to many factors, including environmental conditions, normal wear and tear, product maintenance (or lack thereof), the manner in which the products are installed, the age of the product, and other factors, all of which are beyond Windsor's control. The ratings on the labels reflect product characteristics that existed at the time of purchase, and are included on the product solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed over the life of the Windsor product. It is also possible that the characteristics reflected on the labels apply only to a single window or door, and not to a mulled configuration.
- This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards including applicable building codes.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist. This does not constitute a waiver of any of the provisions of this warranty.
- This warranty is governed by the laws of the State of Iowa without regard to choice of law principles.

## Warranty Claim Procedure

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

## Response by Windsor

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

## Dispute Resolution Process

You and Windsor agree that any Dispute arising out of or related to the Windsor products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term "Dispute" shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute, regulation, ordinance or common law) arising out of or related to your Windsor products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Windsor products) and/or the validity or enforceability of this Warranty and/or the Arbitration Agreement.

## Notice of Dispute

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, you must provide Windsor with a Notice of Dispute. You can do so either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support), which will take you to a form that you need to complete, or by calling Windsor at 1-800-218-6186.

## Response by Windsor

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute.

## Arbitration Agreement and Jury-Trial and Class-Action Waivers

If you and Windsor are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration. BY PURCHASING, INSTALLING OR USING THIS PRODUCT WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY DISPUTE YOU MAY HAVE WITH WINDSOR RELATING TO YOUR WINDSOR PRODUCTS AND TO WAIVE YOUR

RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS-ACTION OR CLASS-ARBITRATION PROCEEDINGS RELATING TO ANY SUCH DISPUTES. The full terms and conditions applicable to this Arbitration Agreement and these waivers are set forth in Windsor's "Arbitration Agreement," which is incorporated herein by reference and is available at [www.windsorwindows.com/support](http://www.windsorwindows.com/support) or by calling Windsor at 1-800-218-6186.

## Arbitration Opt-Out Option

YOU CAN OPT OUT OF THE ABOVE ARBITRATION AGREEMENT AND WAIVERS. To do so, you must notify Windsor within 90 calendar days of the date you purchased or otherwise took ownership or other interest in your Windsor products either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support) and completing the Opt-Out Form located there, or by calling Windsor at 1-800-218-6186. Opting out of the Arbitration Agreement will not affect the coverage provided by any warranty applicable to your Windsor products.

## Failure to Follow Procedures or Processes

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. Opting out, as described above, is the only way to alter, waive or void the Arbitration Agreement and waivers described herein.

## Applicable Laws

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 Iowa without regard to conflict of law principles. If any term(s) of this Dispute Resolution Process, Arbitration Agreement and/or waivers is/are 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.



CONNECT WITH US



900 South 19th Street • West Des Moines, IA 50265 • 515.223.6660 • 800.218.6186  
2210 Stafford Street Extension • Monroe, NC 28110 • 704.283.7459 • 800.205.5665  
[www.windsorwindows.com](http://www.windsorwindows.com)



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# LEGEND

## Limited Warranty

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Legend windows and patio doors installed within the United States and Canada will be free from defects in materials and workmanship that significantly impair their operation and proper usage, subject to conditions and limitations within. This warranty is transferable to subsequent structure owners, up to the time limits of the warranty. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, [www.windsorwindows.com](http://www.windsorwindows.com).

Windsor would like to thank you for selecting our Legend products. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

**ATTENTION! THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.** By purchasing, installing or using this product without opting out as provided below, you agree to arbitrate any dispute you may have with Windsor relating to your Windsor products and to waive your rights to a jury trial and to participate in class-action or class-arbitration proceedings relating to any such disputes. **YOU CAN OPT OUT OF THIS ARBITRATION AGREEMENT AND THESE WAIVERS AS SET FORTH BELOW.**

Legend products carry a **“Limited Warranty,”** which provides coverage for insulated glass seal failures for 20 years, cellular PVC components for 25 years and coverage for workmanship and materials for 10 years. In addition, we are now introducing optional extended life exterior aluminum surface finishes that extend the warranty on such finishes to a period of 30 years (see #5 for details).

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There are five primary components to Legend products, and the assurances and warranty provisions are specific to each:

**1. Insulated glass used in Legend products: 20 years** – Windsor warrants that, from the date of manufacture, and under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs, Windsor will provide replacement insulated glass only, for 20 years free of charge. Replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**2. Cellular PVC components: 25 years** – Cellular PVC components are warranted to not rot, warp, blister, corrode or flake under normal conditions for 25 years from date of manufacture. If any repair or replacement is necessary, such repair or replacement is warranted for the remainder of the warranty period applicable to the original product.

**3. All other parts and components: 10 years (including, but not limited to, such items as weatherstrip and hardware)** – Window and door hardware components are usually manufactured by others and purchased by Windsor for use in our products. Windsor warrants its Legend hardware components, under normal conditions, against premature component failure that substantially impairs the operation or performance of the part or component. In the event of such a failure, Windsor will provide no-charge replacement parts, for 10 years from the date of manufacture of the Windsor product. Since Windsor purchases many of these parts and components from others, Windsor cannot guarantee the exact model or design of hardware will be available in the future, and usually the current model will be provided.

Any component or part repaired or replaced is warranted for the remainder of the warranty period applicable to the original component or part. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**4. Window Sash Opening Limiting Devices**

- Always refer to applicable building codes when considering the purchase, installation and application for

use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.

- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to be used as Window Opening Control Devices.
- Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.

**5. The following aluminum finish warranties apply to Windsor's Legend Hybrid product (HBR):**

**AAMA 2604:** Standard finish – 20-year warranty\*

**AAMA 2605:** Optional upgrade – 30-year warranty\*

**Anodized:** 5-year warranty\*

- Warranty: Windsor warrants that from the date of manufacture exterior aluminum surface finishes, when exposed to normal atmospheric conditions, will not peel, check, crack, blister, flake or lose adhesion. This warranty begins on the date of manufacture. Please be aware that exterior aluminum surface finishes will weather and fade over time in any environment. Weathering, chalking and fade will vary depending on conditions, such as exposure to heavy salt spray environments, airborne pollution, elevation, orientation, altitude and other atmospheric conditions. To prolong the life and appearance of the finish coating, it is required that exterior cladding be cleaned and maintained according to a scheduled maintenance program. If paint failure should occur, Windsor reserves the right to determine the best method for corrective action.

- See Windsor's website, [www.windsorwindows.com](http://www.windsorwindows.com), for cleaning and maintenance instructions; also refer to AAMA 610.1-79. Windsor's website has additional information about each of the available finishes.

\*Coastal applications: Applies where units are installed within one mile of the coast. The warranty for coastal applications is 10 years from the date of manufacture and applies only to product finished with AAMA 2605 coating. There is no coastal application warranty for products finished with AAMA 2604 or Anodized coatings.

**6. Factory applied interior finishes:** Two years from date of manufacture. Windsor warrants that under normal interior conditions factory applied interior paint or stain (including clear coat finishes) will not peel, check, crack, blister, flake or lose adhesion. Please Note: A) wood darkens over time and this will happen despite the application of a factory applied interior finish. This is not a defect. B) The supplication of factory-applied interior finishes may make the grain of the wood or other variations in the wood more visible or noticeable. This is not a defect. C) Factory applied finishes are applied to window components before they are assembled so seams between components will be visible despite the application of the factory-applied finish. D) Staining or deterioration of factory-applied finishes due to condensation is not covered. If Windsor determines that a factory-applied finish has failed, Windsor at its sole discretion determine the best method for correcting the failure, which usually includes one of the following: 1) refinish all or a portion of the product. 2) furnish at no charge, a replacement component part, 3) refund the original purchase price of the item in question. ("Interior Prime Only" products are excluded from the factory-applied interior finish warranty.

### **Windsor is not responsible for wall design and construction or product selection**

- Windsor is not responsible for, and does not warrant against, any claims or damages resulting from water intrusion attributable to deficiencies in building design, construction and/or maintenance, which are the responsibility of the buyer, owner architect, contractor, installer or other construction professionals. The determination of whether such deficiencies exist is left to Windsor's sole discretion.
- Windsor is also not responsible for, and does not warrant against, damages attributable to the specification or use of particular Windsor products in a particular application.
- All risk related to building design construction, and maintenance, the fitness or suitability of Windsor's products for a particular application, and/or the installation of Windsor's products, shall be assumed by the buyer and/or owner in conjunction with the architect, contractor, installer or other construction professionals.

### **Window Sash Opening Limiting Devices**

- Windsor is not responsible for determining whether Sash Opening Limiting Devices are required for a particular application, and does not warrant against damages attributable to the determination of whether such devices were required.

- Windsor is not responsible for, and does not warrant against, damages attributable to the disconnecting, removing or modifying of Window Sash Opening Limiting Devices.
- Windsor is also not responsible for damages attributable to Window Sash Opening Limiting Devices not supplied by Windsor.

### **The remedies provided in this limited warranty will be forfeited by the occurrence of any of the following conditions:**

- Improper installation of the window or door unit. (Installation instructions are factory applied on each unit.)
- Improper installation of multi-slide door unit. Windsor requires an outdoor overhang depth (extended out beyond the face of the door) equal to or greater than the frame height of the multi slide door. The overhang width must be at least equal to the width of the door.
- Installation of windows and doors in a location where they are in the path of spray from a sprinkler system.
- Installation of windows within 8 inches of the ground cover. Ground cover must remain more than 8 inches below the windows.
- Where someone other than Windsor assembles Windsor-supplied components into a complete window or door unit, Windsor will only warrant the components it supplied, not the complete window or door unit. **Replacement components:**  
**A. Insulated Glass Units** – Where someone replaces a component of a Windsor product with a Windsor-supplied insulated glass unit, the insulated glass unit comes with a new 20-year warranty (from the date of manufacture of the replacement insulated glass unit). **B. All Other Components** – When any other Windsor components are replaced with Windsor-supplied components, the replacement components are warranted for the remainder of the warranty period applicable to the original component.
- Failure to apply sealant at the following locations, if required by Windsor's Installation Guidelines: 1.) On the backside of the head and side brickmould, run a 1/4" continuous bead of silicone along the entire length 1/4" from the outside edge of the brickmould; 2.) Apply a discontinuous bead of sealant at the top of the sill along the edge of the rough opening. Alternate using a 6" long bead with 1" gaps.
- Failure to maintain proper alignment of doors and operating window sashes. (For additional information, see the Installation Guidelines attached to the product, or Windsor's Care and Use Guide which can be found at [www.windsorwindows.com/support/warranty-information](http://www.windsorwindows.com/support/warranty-information).)
- Failure to install a seal around the full interior perimeter of the opening, including foam insulation on the sides and top between the window frame and rough opening and on the sill a bead of sealant between the sill flashing and the window frame, as required by Windsor's Installation Guidelines.
- Failure to install flashing at the rough sill of the window/door opening that covers the entire width and depth of the

sill plate and six inches up the side jambs as required by Windsor's Installation Guidelines

- Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish. Failure to properly finish/protect wood components, CPVC components and/or all interior surfaces within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods.
- Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Damage caused by acts of God or some other cause outside Windsor's control, including but not limited to vandalism, fire, flood, earthquake, war, civil unrest, and natural causes and/or natural disasters, including earthquakes, floods, hail, ice dams, tornadoes, hurricanes, typhoons, or other conditions that exceed the design parameters of Windsor's products.

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a paint not specifically formulated for PVC materials will forfeit the product warranty.**

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a color darker than L-56 (on the scale where 0=black and 100=white), even with a paint specifically formulated for PVC, will forfeit the product warranty.**

- Removal of any permanent warning or identification labels from the product or products.
- Installation in a non-vertical or sloped application.
- **Re-installing a window or door that has been uninstalled.** Warranty coverage will be forfeited if the window or door unit was damaged during uninstallation and by the failure to follow all the requirements of Windsor's Installation Guidelines when the window or door unit is re-installed.
- Damage from accident, misuse or abuse.
- Modification of Windsor's products by someone other than Windsor, that adversely affect the intended performance, including but not limited to the addition of alarm system components and/or remote window operators.
- Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass, or the use of film shades.
- Use of Windsor's products in saunas, spas, swimming pool or hot tub enclosures, showers, greenhouses, or other environments where the Windsor products will be exposed to excessive moisture, or in ships, boats, trailers or campers.
- Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
- Exposure to harmful chemicals.
- Mulling (connecting or attaching) Legend product(s) to those of another manufacturer.

- Failure to follow Windsor's Care and Use recommendations. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Failure to maintain painted interior finishes. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Failure to comply with the claims procedure outlined herein.

### **Exclusions – The following items or conditions are specifically excluded from the remedies provided by this warranty:**

1. Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
2. Remedies requested for damage resulting from anything other than a manufacturing or design defect by Windsor, including but not limited to damage resulting from improper handling or delivery by someone other than Windsor, and/or the improper storage of Windsor products prior to installation (see Windsor's Installation Guidelines and Care and Use Guide for additional information on product storage. (The Care and Use Guide can be found at [www.windsorwindows.com/support/service-information](http://www.windsorwindows.com/support/service-information)).
3. Remedies requested for any consequential, incidental or punitive damages.
4. Remedies associated with Window Sash Opening Limiting Devices that are not properly maintained to ensure proper operation. Installation of such devices does not render unnecessary the careful monitoring of children around windows, nor does the installation of such devices mean that Windsor warrants against dangers associated with children and open windows. Such devices must be checked annually to ensure they are operating properly.
5. Remedies requested for leakage where the window or door units in question were muller by someone other than Windsor.
6. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of a manufacturing defect.
  - d. Condensation and damage caused by condensation.
  - e. Damage to glass, metal, cellular PVC, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass
  - h. Heat gain, vinyl distortion or damage of any kind, including,

- but not limited to, effects due to the reflective properties of glass and its finishes.
- i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
  - j. Stresses to product caused by building defects, movement of the building in which the windows are installed, and/or components of that building, including building settlement.
  - k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
  - l. Normal weathering, wear and tear.
7. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)
  8. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.
  9. Remedies requested for special glazing.
  10. Laminated and/or impact glass will have a warranty limited to five years from the date of manufacture against delaminating of inner liner (PVB) and extensive visual obstruction due to glass seal failure.
  11. Windsor does not warrant the percentage of inert gas present in products that have gas-filled insulated glass units. Gas dissipates over time at different rates depending upon use and conditions.
  12. Remedies requested for inner grid rattle due to lack of uniform supported structure of product, in which the operation of the product or of another product causes vibration harmonics into the Windsor product and induces inner grid to vibrate against the insulated glass, creating a noise.
  13. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
  14. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
  15. Remedies requested for anodized aluminum exterior finish variances in appearance of color, dielines, pitting and chalking are not warranted.
  16. Remedies requested for normal wear and tear on the interior or exterior finishes of window or door components that come in contact with each other as part of the normal operation of the window or door.
  17. Remedies for dents, scratches or other damage to pre-finished interiors which occur after the Windsor products leave Windsor's possession.
  18. Remedies requested for painted interior finish failures related to, but not limited to, knots, finger joints, stile and rail separation, joint separation of components, failures resulting from cracking/ splitting/raised grain of the substrate, improper installation, lack of maintenance, moisture penetration, condensation or improper cleaning.
  19. Remedies requested for fading or chalking of exterior aluminum surface finishes are warranted only when chalking exceeds number (8) chalk rating using ASTM 4214-98, and fading or color change is greater than 5 delta E in accordance with ASTM D-2244-02.
  20. Remedies requested for damage to exterior finishes that occur after the Window products leave Windsor's possession and are caused by forces outside of Windsor's control including, but not limited to: pressure washers; blemishes to the finish caused by something impacting, scratching, rubbing and/or chipping the finish; exposure to harmful environmental and atmospheric conditions including salt and/or other chemicals that damage the finish, and other conditions that could contribute to creating conditions harmful to the finish, including elevation, orientation, altitude and/or excessive UV exposure.
  21. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
  22. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping and twisting.
  23. Remedies for swinging doors over seven feet tall, without factory installed multi-point locking hardware, as these products are not warranted against warping or performance.
  24. Remedies for any special or custom product or item that is manufactured according to specification provided by the customer.
  25. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
  26. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
  27. Remedies requested for any product installed in structures that do not allow for proper management/drainage of moisture, including, but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.
  28. Remedies requested for products manufactured by others.
  29. Remedies requested for water infiltration when using handicap sill. Due to the low profile height, warranty will be forfeited.

**Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Windsor products by Windsor. The determination of the applicability of any of the warranties contained herein is left solely to the discretion of Windsor.**

- No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.
- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements or costs of refinishing window or door components or adjacent parts/millwork.
- Windsor shall make the final determination as to whether or not a defect exists.
- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price.
- Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.
- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period.
- Label and Ratings Disclaimer: At the time Windsor products are manufactured, they receive labels that reflect the fact that they meet certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance, and/or sound transmission. Such specifications are reflected on

labels attached to the Windsor products which reference the National Fenestration Rating Council (NFRC) and/or the Window and Door Manufacturer's Association (WDMA) Hallmark ratings. The product characteristics that are subject of these ratings can and will change over time due to many factors, including environmental conditions, normal wear and tear, product maintenance (or lack thereof), the manner in which the products are installed, the age of the product, and other factors, all of which are beyond Windsor's control. The ratings on the labels reflect product characteristics that existed at the time of purchase, and are included on the product solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed over the life of the Windsor product. It is also possible that the characteristics reflected on the labels apply only to a single window or door, and not to a mulled configuration.

- This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards, including applicable building codes.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist. This does not constitute a waiver of any of the provisions of this warranty.
- This warranty is governed by the laws of the State of Iowa without regard to choice of law principles. If any specific provision of this warranty is prohibited by any applicable law, the remainder of the warranty shall remain in full force and effect.

## Warranty Claim Procedure

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

## Response by Windsor

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

## Dispute Resolution Process

You and Windsor agree that any Dispute arising out of or related to the Windsor products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term "Dispute" shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute, regulation, ordinance or common law) arising out of or related to your Windsor products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Windsor products) and/or the validity or enforceability of this Warranty and/or the Arbitration Agreement.

## Notice of Dispute

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, you must provide Windsor with a Notice of Dispute. You can do so either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support), which will take you to a form that you need to complete, or by calling Windsor at 1-800-218-6186.

## Response by Windsor

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute.

## Arbitration Agreement and Jury-Trial and Class-Action Waivers

If you and Windsor are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration. BY PURCHASING, INSTALLING OR USING THIS PRODUCT WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY DISPUTE YOU MAY HAVE WITH WINDSOR RELATING TO YOUR WINDSOR PRODUCTS AND TO WAIVE YOUR

RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS-ACTION OR CLASS-ARBITRATION PROCEEDINGS RELATING TO ANY SUCH DISPUTES. The full terms and conditions applicable to this Arbitration Agreement and these waivers are set forth in Windsor's "Arbitration Agreement," which is incorporated herein by reference and is available at [www.windsorwindows.com/support](http://www.windsorwindows.com/support) or by calling Windsor at 1-800-218-6186.

## Arbitration Opt-Out Option

YOU CAN OPT OUT OF THE ABOVE ARBITRATION AGREEMENT AND WAIVERS. To do so, you must notify Windsor within 90 calendar days of the date you purchased or otherwise took ownership or other interest in your Windsor products either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support) and completing the Opt-Out Form located there, or by calling Windsor at 1-800-218-6186. Opting out of the Arbitration Agreement will not affect the coverage provided by any warranty applicable to your Windsor products.

## Failure to Follow Procedures or Processes

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. Opting out, as described above, is the only way to alter, waive or void the Arbitration Agreement and waivers described herein.

## Applicable Laws

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 Iowa without regard to conflict of law principles. If any term(s) of this Dispute Resolution Process, Arbitration Agreement and/or waivers is/are 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.



CONNECT WITH US



900 South 19th Street • West Des Moines, IA 50265 • 515.223.6660 • 800.218.6186  
2210 Stafford Street Extension • Monroe, NC 28110 • 704.283.7459 • 800.205.5665  
[www.windsorwindows.com](http://www.windsorwindows.com)



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# PINNACLE

## **Limited 20/10 Warranty** Optional Extended-Life 30-year Exterior Aluminum Finish Warranty

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Pinnacle windows and patio doors installed within the United States and Canada will be free from defects in materials and workmanship that significantly impair their operation and proper usage, subject to conditions and limitations within. This warranty is transferable to subsequent structure owners, up to the time limits of the warranty. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, [www.windsorwindows.com](http://www.windsorwindows.com).

Windsor would like to thank you for selecting our Pinnacle products. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

**ATTENTION! THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.** By purchasing, installing or using this product without opting out as provided below, you agree to arbitrate any dispute you may have with Windsor relating to your Windsor products and to waive your rights to a jury trial and to participate in class-action or class-arbitration proceedings relating to any such disputes. **YOU CAN OPT OUT OF THIS ARBITRATION AGREEMENT AND THESE WAIVERS AS SET FORTH BELOW.**

Pinnacle products carry a “**Limited 20/10 Warranty,**” which provides coverage against insulated glass seal failures for 20 years and coverage for workmanship and materials for 10 years. In addition, we are now introducing optional extended- life exterior aluminum surface finishes that extend the warranty on such finishes to a period of 30 years (see #2 below for details).

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There are five primary components to Pinnacle products, and the assurances and warranty provisions are specific to each:

**1. Insulated glass used in Pinnacle products: 20 years –**

Windsor warrants that, from the date of manufacture, and under normal conditions, the non-impact and impact insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs, Windsor will provide replacement insulated glass only, for 20 years free of charge. Replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**2. Exterior aluminum surface finishes**

**AAMA 2604:** Standard finish – 20-year warranty\*<sup>‡</sup>

**AAMA 2605:** Optional upgrade – 30-year warranty\*<sup>‡</sup>

**Anodized:** 5-year warranty\*

- Warranty: Windsor warrants that from the date of manufacture exterior aluminum surface finishes, when exposed to normal atmospheric conditions, will not peel, check, crack, blister, flake or lose adhesion. This warranty begins on the date of manufacture. Please be aware that exterior aluminum surface finishes will weather and fade over time in any environment. Weathering, chalking and fade will vary depending on conditions, such as exposure to heavy salt spray environments, airborne pollution, elevation, orientation, altitude and other atmospheric conditions. To prolong the life and appearance of the finish coating, it is required that exterior cladding be cleaned and maintained according to a scheduled maintenance program. If paint failure should occur, Windsor reserves the right to determine the best method for corrective action.
- See Windsor’s website, [www.windsorwindows.com](http://www.windsorwindows.com), for cleaning and maintenance instructions; also refer to AAMA 610.1-79. Windsor’s website has additional information about each of the available finishes.

\*Coastal applications: Applies where units are installed within one mile of the coast. The warranty for coastal applications is 10 years from the date of manufacture and applies only to product finished with AAMA 2605 coating. There is no coastal application warranty for products finished with AAMA 2604 or Anodized coatings.

<sup>‡</sup>The exterior aluminum surfaces on Pinnacle Select patio doors are warranted for 20 years regardless of which finish coating they have: both 2604 and 2605 coatings are warranted for 20 years from the date of manufacture.

**3. All other parts and components: 10 years (including, but not limited to, such items as weatherstrip and hardware) –**

Window and door hardware components are usually manufactured by others and purchased by Windsor for use in our products. Windsor warrants its Pinnacle hardware components, under normal conditions, against premature component failure that substantially impairs the operation or performance of the part or component. In the event of such a failure, Windsor will provide no-charge replacement parts for 10 years from the date of manufacture of the Windsor product. Since Windsor purchases many of these parts and components from others, Windsor cannot guarantee that the exact model or design will be available in the future, and usually, the current model will be provided. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**4. Window Sash Opening Limiting Devices**

- Always refer to applicable building codes when considering the purchase, installation and application for use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.
- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to be used as Window Opening Control Devices.

- Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.

**5. Factory-applied interior finishes:** Two years from the date of manufacture Windsor warrants that under normal interior conditions, factory-applied interior paint or stain (including clear coat finishes) will not peel, check, crack, blister, flake, or lose adhesion. **PLEASE NOTE:** A) wood darkens over time and this will happen despite the application of a factory-applied interior finish. This is not a defect. B) The application of factory-applied interior finishes may make the grain of the wood or other variations in the wood more visible or noticeable. This is not a defect. C) Factory-applied finishes are applied to window components before they are assembled so seams between components will be visible despite the application of the factory-applied finish. D) Staining or deterioration of factory-applied interior finishes due to condensation is not covered. If Windsor determines that a factory-applied finish has failed, Windsor shall, at its sole discretion, determine the best method for correcting the failure, which usually includes one of the following: 1) refinish all or a portion of the product; 2) furnish, at no charge, a replacement component part; 3) refund the original purchase price of the item in question. ("Interior primed only" products are **excluded** from the factory-applied interior finish warranty.)

**Windsor is not responsible for wall design and construction, or product selection.**

- Windsor is not responsible for, and does not warrant against, any claims or damages resulting from water intrusion attributable to deficiencies in building design, construction, and/or maintenance, which are the responsibility of the buyer, owner, architect, contractor, installer, or other construction professionals. The determination of whether such deficiencies exist is left to Windsor's sole discretion.
- Windsor is also not responsible for, and does not warrant against, damages attributable to the specification or use of particular Windsor products in a particular application.
- All risks related to building design construction, and maintenance, the fitness or suitability of Windsor's products for a particular application, and/or the installation of Windsor's products, shall be assumed by the buyer and/or owner in conjunction with the architect, contractor, installer, or other construction professionals.

**Window Sash Opening Limiting Devices:**

- Windsor is not responsible for determining whether Sash Opening Limiting Devices are required for a particular application, and does not warrant against damages attributable to the determination of whether such devices were required.
- Windsor is not responsible for, and does not warrant against, damages attributable to the disconnecting, removing, or modifying of Window Sash Opening Limiting Devices.
- Windsor is also not responsible for damages attributable to Window Sash Opening Limiting Devices not supplied by Windsor.

**The remedies provided in this limited warranty will be forfeited by the occurrence of any of the following conditions:**

- Improper installation of the window or door unit. (Installation Guidelines are factory applied on each unit.)
- Improper installation of multi-slide door unit. Windsor requires an outdoor overhang depth (extended out beyond the face of the door) equal to or greater than the frame height of the multi-slide door. The overhang width must be at least equal to the width of the door.
- Installation of windows and doors in a location where they are in the path of spray from a sprinkler system.
- Installation of Windows within 8 inches of the ground cover. Ground cover must remain more than 8 inches below the windows.
- Where someone other than Windsor assembles Windsor-supplied components into a complete window or door unit, Windsor will only warrant the components it supplied, not the complete window or door unit. **Replacement components: A. Insulated Glass Units** - Where someone replaces a component of a Windsor product with a Windsor-supplied insulated glass unit, the insulated glass unit comes with a new 20-year warranty (from the date of manufacture of the replacement insulated glass unit). **B. All Other Components** - When any other Windsor components are replaced with Windsor-supplied components, the replacement components are warranted for the remainder of the warranty period applicable to the original component.
- Failure to apply sealant at the following locations, if required by Windsor's Installation Guidelines: 1.) on the interior side where the nailing fin meets the frame; 2.) on the interior side of head and jamb nailing fins in line with the nailing holes; 3.) a discontinuous bead on the interior side of the sill nailing fin; and 4.) seal the corner pads to the frame and sheathing.
- Failure to maintain proper alignment of doors and operating window sashes. (For additional information, please see the Installation Guidelines attached to the product, or Windsor's Care and Use Guide, which can be found at [www.windsorwindows.com/support/warranty-information](http://www.windsorwindows.com/support/warranty-information).)
- Failure to install a seal around the full interior perimeter of the opening, including foam insulation on the sides and top between the window frame and rough opening and on the sill a bead of sealant between the sill flashing and the window frame, as required by Windsor's Installation Guidelines.
- Failure to install flashing at the rough sill of the window/door opening that covers the entire width and depth of the sill plate and six inches up the side jambs as required by Windsor's Installation Guidelines.
- Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish.

- Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Damage caused by acts of God or some other cause outside Windsor's control, including but not limited to vandalism, fire, flood, earthquake, war, civil unrest, and natural causes and/or natural disasters, including earthquakes, floods, hail, ice dams, tornadoes, hurricanes, typhoons or other conditions that exceed the design parameters of Windsor's products.

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a paint not specifically formulated for PVC materials will forfeit the product warranty.**

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a color darker than L-56 (on the scale where 0=black and 100=white), even with a paint specifically formulated for PVC, will forfeit the product warranty.**

- Removal of any permanent warning or identification labels from the product or products.
- Installation in a non-vertical or sloped application.
- **Re-installing a window or door that has been uninstalled.** Warranty coverage will be forfeited if the window or door unit was damaged during uninstallation and by the failure to follow all the requirements of Windsor's Installation Guidelines when the window or door unit is re-installed.
- Damage from accident, misuse or abuse.
- Modifications of Windsor's products, by someone other than Windsor, that adversely affect their intended performance, including but not limited to, the addition of alarm system components and/or remote window operators.
- Application of door closures on Pinnacle doors.
- Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass, or the use of film shades.
- Use of Windsor's products in saunas, spas, swimming pool or hot tub enclosures, showers, greenhouses, or other environments where the Windsor products will be exposed to excessive moisture, or in ships, boats, trailers or campers.
- Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
- Exposure to harmful chemicals.
- Mulling (connecting or attaching) Pinnacle product(s) to those of another manufacturer.
- Failure to follow Windsor's Care and Use recommendations. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Failure to maintain painted interior finishes. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Failure to comply with the claims procedure outlined herein.

**Exclusions – The following items or conditions are specifically excluded from the remedies provided by this warranty:**

1. Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
2. Remedies requested for damage resulting from anything other than a manufacturing or design defect by Windsor, including but not limited to damage resulting from improper handling or delivery by someone other than Windsor, and/or the improper storage of Windsor products prior to installation (see Windsor's Installation Guidelines and Care and Use Guide for additional information on product storage. (The Care and Use Guide can be found at [www.windsorwindows.com/support/service-information](http://www.windsorwindows.com/support/service-information).)
3. Remedies requested for any consequential, incidental or punitive damages.
4. Remedies associated with Window Sash Opening Limiting Devices that are not properly maintained to ensure proper operation. Installation of such devices does not render unnecessary the careful monitoring of children around windows, nor does the installation of such devices mean that Windsor warrants against dangers associated with children and open windows. Such devices must be checked annually to ensure they are operating properly.
5. Remedies requested for leakage where the window or door units in question were mullied by someone other than Windsor.
6. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of manufacturing defect.
  - d. Condensation and damage caused by condensation.
  - e. Damage to glass, metal, cellular PVC, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass.
  - h. Heat gain, vinyl distortion or damage of any kind, including, but not limited to, effects due to the reflective properties of glass and its finishes.
  - i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
  - j. Stresses to product caused by building defects, movement of the building in which the windows are installed, and/or components of that building, including building settlement.

- k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
- l. Normal weathering, wear and tear.
7. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)
8. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect
9. Remedies requested for special glazing.
10. Laminated and/or impact glass will have a warranty limited to five years against delaminating of PVB or SGP inner liner.
11. Windsor does not warrant the percentage of inert gas present in products that have gas-filled insulated glass units. Gas dissipates over time at different rates depending upon use and conditions.
12. Remedies requested for inner grid rattle due to lack of uniform supported structure of product, in which the operation of the product or of another product causes vibration harmonics into the Windsor product and induces inner grid to vibrate against the insulated glass, creating a noise.
13. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
14. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
15. Remedies requested for anodized aluminum exterior finish: variances in appearance of color, dielines, pitting, and chalking are not warranted.
16. Remedies requested for normal wear and tear on the interior or exterior finishes of window or door components that come in contact with each other as part of the normal operation of the window or door.
17. Remedies for dents, scratches or other damage to pre-finished interiors which occur after the Windsor products leave Windsor's possession.
18. Remedies requested for painted interior finish failures related to, but not limited to, knots, finger joints, stile and rail separation, joint separation of components, failures resulting from cracking/splitting/raised grain of the substrate, improper installation, lack of maintenance, moisture penetration, condensation or improper cleaning.
19. Remedies requested for fading or chalking of exterior aluminum surface finishes are warranted only when chalking exceeds number (8) chalk rating using ASTM 4214-98, and fading or color change is greater than 5 delta E in accordance with ASTM D-2244-02.
20. Remedies requested for damage to exterior finishes that occur after the Window products leave Windsor's possession and are caused by forces outside of Windsor's control including, but not limited to: pressure washers; blemishes to the finish caused by something impacting, scratching, rubbing and/or chipping the finish; exposure to harmful environmental and atmospheric conditions including salt and/or other chemicals that damage the finish, and other conditions that could contribute to creating conditions harmful to the finish, including elevation, orientation, altitude and/or excessive UV exposure.
21. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
22. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping and twisting.
23. Remedies for swinging doors over seven feet tall, without factory installed multi-point locking hardware, as these products are not warranted against warping or performance.
24. Remedies for any special or custom product or item that is manufactured according to specification provided by the customer.
25. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
26. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
27. Remedies requested for any product installed in structures that do not allow for proper management/drainage of moisture, including, but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.
28. Remedies requested for products manufactured by others.
29. Remedies requested for water infiltration when using handicap sill. Due to the low profile height, warranty will be forfeited.

**Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Windsor products by Windsor. The determination of the applicability of any of the warranties contained herein is left solely to the discretion of Windsor.**

- No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.
- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements or costs of refinishing window or door components or adjacent parts/millwork.
- Windsor shall make the final determination as to whether or not a defect exists.

- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price.
- Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.
- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period.
- Label and Ratings Disclaimer: At the time Windsor products are manufactured, they receive labels that reflect the fact that they meet certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance, and/or sound transmission. Such specifications are reflected on labels attached to the Windsor products which reference the National Fenestration Rating Council (NFRC) and/or the Window and Door Manufacturer's Association (WDMA) Hallmark ratings. The product characteristics that are subject of these ratings can and will change over time due to many factors, including environmental conditions, normal wear and tear, product maintenance

(or lack thereof), the manner in which the products are installed, the age of the product, and other factors, all of which are beyond Windsor's control. The ratings on the labels reflect product characteristics that existed at the time of purchase, and are included on the product solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed over the life of the Windsor product. It is also possible that the characteristics reflected on the labels apply only to a single window or door, and not to a mulled configuration.

- This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards, including applicable building codes.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist. This does not constitute a waiver of any of the provisions of this warranty.
- This warranty is governed by the laws of the State of Iowa without regard to choice of law principles. If any specific provision of this warranty is prohibited by any applicable law, the remainder of the warranty shall remain in full force and effect.

## Warranty Claim Procedure

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

## Response by Windsor

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

## Dispute Resolution Process

You and Windsor agree that any Dispute arising out of or related to the Windsor products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term "Dispute" shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute, regulation, ordinance or common law) arising out of or related to your Windsor products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Windsor products) and/or the validity or enforceability of this Warranty and/or the Arbitration Agreement.

## Notice of Dispute

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, you must provide Windsor with a Notice of Dispute. You can do so either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support), which will take you to a form that you need to complete, or by calling Windsor at 1-800-218-6186.

## Response by Windsor

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute.

## Arbitration Agreement and Jury-Trial and Class-Action Waivers

If you and Windsor are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration. BY PURCHASING, INSTALLING OR USING THIS PRODUCT WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY DISPUTE YOU MAY HAVE WITH WINDSOR RELATING TO YOUR WINDSOR PRODUCTS AND TO WAIVE YOUR

RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS-ACTION OR CLASS-ARBITRATION PROCEEDINGS RELATING TO ANY SUCH DISPUTES. The full terms and conditions applicable to this Arbitration Agreement and these waivers are set forth in Windsor's "Arbitration Agreement," which is incorporated herein by reference and is available at [www.windsorwindows.com/support](http://www.windsorwindows.com/support) or by calling Windsor at 1-800-218-6186.

## Arbitration Opt-Out Option

YOU CAN OPT OUT OF THE ABOVE ARBITRATION AGREEMENT AND WAIVERS. To do so, you must notify Windsor within 90 calendar days of the date you purchased or otherwise took ownership or other interest in your Windsor products either by visiting [www.windsorwindows.com/support](http://www.windsorwindows.com/support) and completing the Opt-Out Form located there, or by calling Windsor at 1-800-218-6186. Opting out of the Arbitration Agreement will not affect the coverage provided by any warranty applicable to your Windsor products.

## Failure to Follow Procedures or Processes

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. Opting out, as described above, is the only way to alter, waive or void the Arbitration Agreement and waivers described herein.

## Applicable Laws

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 Iowa without regard to conflict of law principles. If any term(s) of this Dispute Resolution Process, Arbitration Agreement and/or waivers is/are 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.



CONNECT WITH US



900 South 19th Street • West Des Moines, IA 50265 • 515.223.6660 • 800.218.6186  
2210 Stafford Street Extension • Monroe, NC 28110 • 704.283.7459 • 800.205.5665  
[www.windsorwindows.com](http://www.windsorwindows.com)



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