

## LIMITED LIFETIME WARRANTY OF PVC WINDOW & DOOR EXTRUSIONS

***Deceuninck North America warrants** to the Original Lineal Purchaser and, under terms defined herein, to the Original Retail Purchaser, that the Covered Products are free from Covered Defects during the Warranty Period or DNA will replace the defective Covered Product with non-defective product free of charge, or will refund the original purchase price of the Covered Products subject to the terms, conditions, exclusions, limitations, and remedies as set forth in this warranty document and to the extent permitted by law.*

**DECEUNINCK NORTH AMERICA** (DNA) with principle offices at 351 North Garver Road, Monroe, OH 45050, is the supplier of the Covered Products which are sold to the Original Lineal Purchaser.

**ORIGINAL LINEAL PURCHASER** is the original buyer from DNA of the Covered Products and who is in the business of fabricating the Covered Products into residential Finished Units for sale to dealers, distributors and or directly to Original Retail Purchasers.

**COVERED PRODUCTS** are only the PVC lineal extrusions as originally supplied to the Original Lineal Purchaser by DNA and purchased by the Original Lineal Purchaser for the purpose of assembly into residential Finished Units in accordance with the recommendations and written specifications of DNA and then offered and sold to the Original Retail Purchaser.

**COVERED DEFECT(S)** are only the defects in the workmanship of DNA or the materials of the Covered Products as supplied by DNA which result in rotting, cracking, pitting, corroding, peeling or in the delamination of the painted or foil laminated surface. Notwithstanding, defects in materials including, but not limited to laminate foils, paint or similar coatings are NOT Covered Products and any claims are entirely subject to the applicable material manufacturer's warranty or a warranty from the Original Retail Seller as the case may be.

**ORIGINAL RETAIL PURCHASER** shall mean the individual(s) or the entity that first purchased the Finished Units containing the Covered Products for the purposes of installation into a Structure owned by such individual(s) or entity.

**FINISHED UNITS** are the complete assembled window or door products that are manufactured by the Original Lineal Purchaser from the Covered Products and which are ultimately sold to the Original Retail Purchaser.

**STRUCTURE** is the house or building owned by the Original Retail Purchaser into which the Assembled Units are installed.

**THE WARRANTY PERIOD:** If the Original Retail Purchaser is a residential homeowner then the warranty period will commence on the date of installation of the Finished Unit(s) and shall continue as long as the Original Retail Purchaser is living and continuously owns and occupies the Structure into which the Finished Unit(s) are installed or until the expiration of the Finished Unit warranty from the Original Lineal Purchaser, whichever occurs first. If the Original Retail Purchaser is not a residential homeowner and occupant, but is a landlord, corporation, association, cooperative housing arrangement, school, church, government or public entity, etc., then the warranty period shall expire no later than ten (10) years from the original date of the installation of the Finished Unit(s) assembled from the Covered Products. Where laminates or similar coatings are subject to a separate manufacturer's warranty, the applicable manufacturer's warranty period shall be controlling.

### **THIS WARRANTY DOES NOT COVER THE FOLLOWING:**

- Covered Products in Finished Units that are installed in applications other than residential housing structures, or in applications not approved by DNA.
- Covered Products that are not used or installed in accordance with all applicable building, construction and safety regulations, building codes and specifications, as well as common sense practices.
- Defects or damages caused by improper installation or failure to install or use Finished Units according to both DNA's recommendations and the Original Lineal Purchaser's installation guidelines.
- Labor or other materials costs of fabricating, assembling or installation of the Finished Unit(s) made of Covered Products.
- Defects or damages caused by impact from foreign objects, careless installation, vandalism, improper handling or storage, misuse, abuse or neglect whether intentional or unintentional.
- Defects or damages caused by accidents or natural events such as fire, flood, lightning, hurricane, tornado, windstorm, sandstorm, wind blown debris, earthquake, hail, volcanic eruption or any other similar events.
- Covered Products that are not within the coverage terms of a valid written warranty from the Original Lineal Purchaser at the time of failure.
- Labor, shipping, delivery, incidentals or other associated costs incurred as a result of the removal, repair, re-installation of Finished Units or installation of replacement units due to defective Covered Products are not covered by the warranty and are expressly disclaimed.
- Color change due to normal weathering, including but not limited to, exposure to ultra-violet (sun) light and extremes of weather and atmospheric conditions which may cause any normal colored, laminated or painted surfaces to fade, darken, soil, stain or chalking.
- Surface or cosmetic damages or changes such as chalking, discoloration, fading, soiling, cracking, or staining caused by exposure to substances such as, but not limited to, dirt, grease, oil, cleaners, or abrasives.
- Covered Defects or damages resulting from the any unauthorized modification of Covered Products including, but not limited to repairs or attempted repairs, exposure to any chemicals, vapors, primers, cleaners, paints, pesticides, solvents, or stains to the Covered Products.
- Covered Defects or damages attributable to airborne pollutants, cosmic radiation, atmospheric conditions, or the presence of mold or mildew.
- Warping or distortion attributable to heat build-up or exposure to unusual or excessive heat sources including but not limited to grills,, stoves, heating devices, or reflections from other windows or reflective surfaces, skylights, roofing, pools, blacktop or concrete surfaces, or by the presence of insulated thermal curtains, or storm windows or doors.
- Covered Defects or damages attributable to the use of or the presence of any paint, coatings, films or laminates that are not specifically approved in writing by DNA or which are covered by the terms of a separate manufacturer's warranty.
- Covered Defects or damages attributable to any DNA approved paint, coatings, films or laminates that are beyond 10 years or which occurs outside the warranty period provided by the manufacturers of such paint, coatings, films or laminates, whichever expiration occurs first.
- Defects or damages attributable to the insulated glass, balances, weather stripping, fasteners, locks, or any other components of the Finished Unit not supplied from DNA.
- Defects or damages caused by distortion, shrinkage, settling of the ground or any other changes or movement of the building structure in which the Finished Units containing the Covered Products are installed.
- Products without properly filed warranty registration and warranty claims

information with DNA as provided herein.

- Or any other damages or defects that are not directly attributable to defects in the materials or workmanship of DNA.

#### **HOW TO REGISTER YOUR WARRANTY:**

Failure to register the warranty will not void the warranty, but registration of this warranty confirms the date of purchase of the Covered Products and Finished Unit(S) and assists DNA in processing any warranty claim. This confirmation is of benefit to you and it is required if your original proof of purchase is ever lost. **Warranty information must be mailed to Deceuninck North America, 351 North Garver Road, Monroe, OH 45050 ATTN: Marketing Dept. - Warranty Registration, and must be post-marked no later than 30 days after the date of the original installation of the Finished Unit(s).** Include copies of the following:

1. Original Lineal Purchaser's warranty covering the Finished Units.
2. Purchase Agreement indicating the supplier of the Covered Products.
3. This DNA warranty.
4. Name, address and phone number of the owner
5. Statement of ownership of the building where the Finished Products have been installed.

#### **IS THIS WARRANTY TRANSFERABLE?**

No. This warranty is not transferable.

#### **HOW TO SUBMIT A WARRANTY CLAIM:**

Claims from the Original Retail Purchaser must be submitted in writing to the Original Lineal Purchaser within the warranty period and within a reasonable period of time after the defect is discovered. It is the responsibility of the Original Lineal Purchaser to honor the warranty on the Finished Units. DNA shall only honor this warranty through and to the limits of the Original Lineal Purchaser.

Any claim for Covered Defects must be submitted in writing by the Original Lineal Purchaser to DNA. The Original Retail Purchaser must submit claims to the Original Lineal Purchaser promptly after discovery of the claimed defects. The claim must describe the apparent defects and providing proper proof of the installation date of Finished Units containing Covered Products into a structure that is owned by the Original Retail Purchaser and proper proof that the defect occurred during the Original Lineal Purchaser's warranty period. DNA shall have 90 (ninety) days to inspect the Covered Products and the Finished Units to determine whether the claim is covered by this warranty. If DNA determines that the claim is valid and covered by this warranty, then DNA shall provide the remedy provided herein. Claims must include the warranty registration number (if available); the date of original purchase and installation and the Original Retail Purchaser, address and phone number. Written claims should be sent to: **Deceuninck North America, LLC, ATTN: Warranty Services, 351 North Garver Road, Monroe, OH 45050.**

#### **WHAT WILL DNA DO IN THE EVENT OF A COVERED DEFECT?**

Upon the proper validation of a Covered Defect in a Covered Product, DNA will provide to the Original Lineal Purchaser non-defective replacement products. The warranty for the replacement products will extend only for the time remaining under the original warranty. DNA reserves the right to discontinue availability of any Covered Products at any time and if a replacement product is no longer available, DNA may at its sole discretion either refund to the Original Lineal Purchaser the amount DNA received as payment for the Covered Products from the Original Lineal Purchaser or substitute a replacement product that in its sole determination is of comparable value and quality.

#### **WHAT OTHER LIMITATIONS OR EXCLUSIONS APPLY?**

THIS LIMITED WARRANTY APPLIES ONLY TO THOSE LINEAL EXTRUSIONS MANUFACTURED BY DNA, SUCH AS THE SOLID VINYL, INTERIOR/EXTERIOR VINYL FOIL LAMINATED EXTRUSIONS, AND/OR WOOD VENEER LINEALS.

SUCH MATTERS AS QUALITY OF WINDOW INSTALLATION, THE FINISHED UNIT, HARDWARE, SCREENS AND INSULATED GLASS ARE NOT COVERED AND ARE EXPRESSLY EXCLUDED UNDER THIS WARRANTY, BUT MAY BE COVERED UNDER OTHER WARRANTIES (SUCH AS THE WARRANTIES OF THE ORIGINAL LINEAL PURCHASERS OR FABRICATORS OR THEIR SUPPLIERS).

Due to normal weathering, replacement products may differ in gloss and color from the Covered Products originally installed on the structure. DNA reserves the right to discontinue or change any design or color of any Covered Products at any time and without notice or liability. If for any reason, Covered Products of the type originally installed are no longer available from DNA at the time a warranty claim is made, DNA may substitute another product determined by DNA to be of comparable quality and price.

There are no warranties on the Covered Products other than those set forth in this limited lifetime warranty. DNA shall have no responsibility or liability regarding selection, suitability, fitness for use or otherwise of the Covered Products for any particular application, purpose, project, end user or similar with respect to Original Retail Purchaser or any other party. DNA shall not be liable for any breach of any other written or oral warranty, whether expressed or implied, such as those warranties, if any, given or offered by any retailer, dealer, contractor, applicator, distributor or the Original Lineal Purchaser.

**IN NO EVENT SHALL DNA BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO THE PURCHASE OF THE FINISHED UNITS, AS IT RELATES TO THE COVERED PRODUCTS, INCLUDING BUT NOT LIMITED TO COSTS INCURRED IN THE FABRICATION OF THE COVERED PRODUCTS INTO FINISHED UNITS OR INSTALLATION OF THE FINISHED UNITS INTO A STRUCTURE. THE PROVISIONS, TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTE THE EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST THIS LIMITED LIFETIME WARRANTY.**

**THIS WARRANTY SETS FORTH THE ONLY WARRANTY EXTENDED BY DNA TO THE ORIGINAL RETAIL PURCHASER WITH RESPECT TO THE COVERED PRODUCTS. DNA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER DNA NOR ANY REPRESENTATIVE OF DNA EXPRESSES ANY OTHER WARRANTIES WITH RESPECT TO COVERED PRODUCTS. BOTH THE ORIGINAL LINEAL PURCHASER AND ORIGINAL RETAIL PURCHASER AGREE THAT THIS WARRANTY AND THESE LIMITATIONS ARE REASONABLE AND THAT THESE LIMITATIONS ENABLE DNA OR THE ORIGINAL LINEAL PURCHASER TO PROVIDE A FINISHED UNIT TO THE ORIGINAL RETAIL PURCHASER AT A COST THAT IS LOWER THAN WOULD BE REQUIRED IF DNA PROVIDED GREATER WARRANTY COVERAGE.**

This limited lifetime warranty gives the Original Lineal Purchaser and the Original Retail Purchaser specific legal rights. There may also be other rights available, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, and some states do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusions may not apply if the state where the lineals or sold does not allow such limitations or exclusions. **All inquiries to: Deceuninck North America ATTN: Warranty Services, 351 North Garver Road, Monroe, OH 45050 United States of America.**