

Winco Window Company

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Winco Job: **S A M P L E**

S A M P L E

Project: **SAMPLE**

Location: **SAMPLE**

**Limited Warranty
1Year
(UP TO 10 YEARS WITH WARRANTY SPECIFICATION)**

1. Limited Warranty. Except with respect to the third party materials described in Section 2, below, Winco hereby warrants to the first purchaser (“Purchaser”) only that the Winco windows sold hereunder (the “Products”) will be free from original defects in workmanship and materials at the time of manufacture and will conform, in all material respects, to such Products’ published specifications and, to the extent applicable, and to Winco’s interpretation of any additional specifications provided by the Purchaser. Variances and tolerances within industry standards [not impairing the intended purpose and function of the Products] are understood to be allowed. The foregoing Limited Warranty shall be in effect from the date of substantial completion not to exceed 6 months past Winco’s last substantial delivery date, and all claims hereunder must be within the Limited Warranty period. Winco’s sole obligation for breach of this Limited Warranty will be limited to the repair, replacement, or credit, at Winco’s option, of any Products or any part thereof, which, upon Winco’s receipt and examination prove to have been defective within the specified Limited Warranty period. If replacement is elected, Winco will not be responsible for installation or refinishing of replacement parts. Any portion of the Products covered under Section 2(a) or (b) will be subject to the applicable pass-through Finish Warranty or Component Warranty (each as defined below), to the extent such warranties are applicable.

2. Third Party Materials.

(a) Finish. Winco makes no warranties with respect to the finish beyond those expressly set forth in the limited warranty from Winco’s chemical or coating suppliers (each such warranty a “Finish Warranty”). Winco’s sole obligation under this Limited Warranty is limited to its rights against such suppliers under the applicable Finish Warranty.

(b) Manufactured Components. Winco makes no warranties with respect to those components of the Products which are manufactured by third parties beyond those expressly set forth in the limited warranty from such third party manufacturers (each such warranty a “Component Warranty”). Winco’s sole obligation under this Limited Warranty is limited to its rights against such manufacturers under the applicable Component Warranty.

3. Exclusions. Winco builds its windows and doors to be durable and long lasting. There are certain conditions or applications, however, over which Winco has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Winco. They include, without limitation:

- Products installed in structures that do not allow for proper management/drainage of moisture. For example, exterior insulation and finish systems (“EIFS”), also know as “synthetic stucco,” without an engineered drainage system.
- Improper installation, field finishing or maintenance.
- Finish failures or corrosion of aluminum cladding or other components due to environmental conditions such as air pollutants, acid rain or other corrosive substances.
- Corrosion, wear, or failure of standard hardware in seacoast applications.
- Normal wear or discoloration of finishes, including the tarnishing of brass.

SEE REVERSE PAGE

- Any misuse, modification or alteration.
- Environmental conditions or use exceeding design standards.
- Minor glass imperfections that do not affect normal vision or product performance, including curvature of glass due to atmospheric conditions.
- Condensation or frost on exposed surfaces of your Products. Condensation or frost is not a defect in the Product, but a result of excessive humidity.
- Without limiting the generality of the foregoing, Winco shall not be responsible for, and does not warrant the Products will prevent, the introduction of mold, excess moisture, unfavorable environmental conditions or other contaminants into the structure in which the Products are used. Winco shall not be responsible for any loss, damage or injury to persons or property caused by the introduction of mold, excess moisture, unfavorable environmental conditions or other contaminants into the structure into which the Products are used.

4. Limitations.

(a) All sales and other agreements between Purchaser and its customers, end users or other third parties are the exclusive responsibility of Purchaser and any commitments made by Purchaser to such customers, end users and other third parties with respect to the delivery, performance, suitability or other matters relating to the Products are Purchaser's sole responsibility except as may be expressly set forth in this Limited Warranty.

(b) TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, ALL OTHER WARRANTIES BY WINCO, WHETHER IMPLIED OR STATUTORY, AND ALL OBLIGATIONS AND REPRESENTATIONS AS TO PERFORMANCE, QUALITY OR ABSENCE OF HIDDEN DEFECTS, INCLUDING ALL WARRANTIES WHICH MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY WINCO. WINCO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WINCO PRODUCTS WILL MEET THE PURCHASER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

(c) Laws from time to time in force in the relevant market may imply warranties which cannot be excluded or which can only be excluded to a limited extent, in which case, Winco limits its liability to the extent permitted by law. If Winco cannot exclude any warranty implied by law, this Limited Warranty shall be read and construed subject to such statutory provisions. Any replacement will not extend the period within which such Limited Warranty can be asserted. The warranty in this Limited Warranty may be asserted only by the Purchaser, and not by such Purchaser's customers, end users or other third persons. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS LIMITED WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO DEFECTIVE PRODUCTS.

(d) This Limited Warranty shall be void (1) if the Purchaser does not pay for the Products in full and/or (2) to the extent the Products are disassembled, modified or repaired in part or in whole by anyone not authorized by Winco in writing.

5. Procedure. Products claimed defective or non-conforming within the Limited Warranty period will be returned to Winco at Purchaser's expense with a statement identifying the reason for the return. Products returned to Winco and found in good working order or damaged by Purchaser or requiring adjustment due to user misadjustment will be subject to a service charge. Purchaser will not return Products to Winco for warranty adjustment without first obtaining a "Return Authorization" (R.A. number) from Winco. The R.A. number must be referenced on the packing list and other documentation. Winco will notify Purchaser if such Products are not subject to warranty adjustment and, unless disposition instructions as to such Products are received from Purchaser within five days of such notification, such Products will be returned to Purchaser, freight, packing, insurance and other charges at Purchaser's expense.

6. General. This Limited Warranty gives Purchaser specific legal rights, but Purchaser may also have other rights that vary from state to state. The provisions of this Limited Warranty may be amended or modified only in writing signed by an authorized officer of Winco. If any provision of this Limited Warranty is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions in this Limited Warranty. The provisions of this Limited Warranty will be binding upon Purchaser's successors and assigns. No agent, employee or representative of Winco has any authority to make any representation or warranty for Winco with respect to the Products that is not contained in this Limited Warranty. This Limited Warranty is a part of, and hereby incorporates by reference all of the terms of, Winco's standard Terms and Conditions of Sale, and together with such Terms and Conditions of Sale, contains the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, promises and representations or warranties.