



Lifetime Limited Warranty— Vinyl Windows & Patio Doors

Amerimax Building Products, Inc. (hereinafter referred to as “Amerimax”) makes the following limited warranty on its vinyl window and patio door product (hereinafter referred to as the “Product”) which is installed at the property described on the attached limited warranty card. This limited warranty shall apply to any Amerimax product installed on the property and is for the exclusive benefit of the Owner whose name appears on the reverse side of this form or the transferee as stated in paragraph 7. This limited warranty applies only to Product installed in the United States.

1. **Materials:** Amerimax warrants for a lifetime that the frame and sash vinyl lineals were manufactured according to Amerimax specifications and contain no defects and, subject to the limitations listed below, that the Product is warranted against blistering, rotting, pitting, corroding, flaking and peeling for a period continuing for as long as the original Owner, or transferee as stated in paragraph 7, continues to own the same property which the Product is installed (the “Structure”).

a. Color retention is warranted for the life of the product to fall within ASTM D4726-02 standards. Chemicals can cause PVC discoloration. All fuels, solvents, bleaches or corrosive chemicals must be avoided.

2. **Parts:** Amerimax warrants for the lifetime all moving parts against defective materials and workmanship, including the balances, locks, keepers and screws.

3. **Insulating glass:** Amerimax warrants for a lifetime that the insulating glass portion of this Product will not “fail”. A “failed” insulating glass unit is one that develops a significant obstruction of vision resulting from a moisture formation or dust collection between the interior glass surfaces caused by failure of the hermetic seal.

4. **Exclusions from Warranty:** This warranty does not cover defects or damages due to installation, or any consequences of faulty installation including failure, damage, or deterioration caused by faulty installation. This warranty does not cover defects or damage attributable to normal weathering or damaged caused by accident, fire, flood or other acts of God, vandalism, riot or civil disorder, misuse, abuse, harmful fumes, vapors or chemical pollutants in the atmosphere, mildew, building settlement or structure failure of walls or foundation, or any other causes or occurrences beyond Amerimax' control. This warranty does not cover the installation of Amerimax Product. It is the responsibility of the Product installer to comply with all local building codes and to install the Product according to industry standard installation principles. Check with your dealer regarding the terms of its installation warranty. This warranty does not cover breakage of glass or torn screens resulting from any cause whatsoever. This limited warranty shall be void if any alterations or modifications are made to the Product as installed.

a. Small marks, scratches, or spots which do not exceed the Amerimax standard or federal government specifications DD-04516 do not constitute a “failed” insulating glass unit. Condensation on glass which may occur as the natural result of humidity within the house or building area or as a result of interior/exterior temperature differential does not indicate a defect in the window and is not covered by this limited warranty.

b. The insulated glass warranty shall not cover the following products or situations: glass units that are not part of a complete Amerimax window or door product, glass units damaged in handling or installation: units installed in areas of excessive moisture or heat, or otherwise abused; glass units to which aftermarket films or coatings have been applied or if windows are painted, with the exception of Americoat system, varnished or coated with any form of alternate substance; any cost of removal, installation or refinishing. Insulated glass units in windows installed above 7500 feet elevation or elevation changes of more than 4000 feet from manufacture location without capillary tube. The manufacturer (Amerimax) shall have no liability relative to percentage of gas retention if capillary tubes are used.

5. **What Amerimax Will Do:** Amerimax will not be required to honor this warranty without being given a reasonable opportunity to have its representative investigate any claim made. If after investigating the claim, Amerimax determines that the claim is valid, Amerimax sole liability and the Owner's only remedy shall be as follows: Amerimax will pay for the cost of labor for repair or replacement of the Product for twenty (20) years from the date of Product installation. This limited warranty does not include any additional labor costs and Amerimax will not be responsible after the twentieth year for any costs incurred in the removal or replacement, installation or reinstallation of the Product or any of its component parts furnished by Amerimax under this warranty.

a. **Materials & Parts:** In the event Amerimax has a limited warranty obligation with respect to the materials or parts contained in the Product (other than Insulating Glass), Amerimax may choose, at its option, either to deliver replacement material for any defective part of the Product to the site where the Product is installed or to refund the current Amerimax dealer list price (not including the cost of installation and labor except as provided herein). During the first twenty (20) years of the warranty period, the material or part may be repaired or replaced at no

charge. Amerimax will provide the replacement material or part at no charge, as long as the original purchaser or the transferee (as stated in paragraph 7) owns the property at which the window(s) are installed.

b. **Insulating Glass:** In the event Amerimax has a limited warranty obligation with respect to Insulating glass, Amerimax may choose, at its option, either to deliver replacement Product or refund the current Amerimax dealer list price (not including the cost of installation and labor except as provided herein. If such a failure occurs during the first twenty (20) years of the warranty period, the insulating glass unit will be replaced at no charge. Amerimax will provide the replacement material or part at no charge, as long as the original purchaser or the transferee (as stated in paragraph 7) owns the property at which the window(s) are installed.

6. **What the Owner Must Do:** THIS WARRANTY WILL BE EFFECTIVE ONLY IF THE ATTACHED WARRANTY CARD IS SIGNED BY THE OWNER AND MAILED TO THE FOLLOWING ADDRESS WITHIN THIRTY (30) DAYS OF INSTALLATION OF THE PRODUCT. AMERIMAX BUILDING PRODUCTS, INC., 3950 MEDFORD DRIVE, LOVELAND, COLORADO 80538, ATTENTION: WARRANTY DEPARTMENT. Any claim under this limited warranty must be made within the applicable limited warranty period and must be made within (30) days after breach of this limited warranty is discovered by the Owner. After discovery of defect, Owner will be required to contact the contractor/dealer who installed the product(s) in question. The contractor/ dealer will be required to inspect the product(s) in question, furnish Owner with a written Inspection Report, and furnish Amerimax with a complete Service Request Form outlining defect(s) in window(s). Any claim under this limited warranty must be made in writing and must include this limited warranty document or a reference to the date on which it was issued and the Owner's name and address.

7. **Warranty Transfer:** This warranty is transferable only once from original purchaser. Any claims by new transferee will be honored if the following criteria have been met: Amerimax must be notified in writing within 45 days after the date of ownership transfer; and the transferee must send completed transfer form and a certified check payable to Amerimax for \$75.00 to cover warranty transfer handling costs. Failure to receive these criteria will result in cancellation of warranty coverage. If the criteria are met, the warranty will remain in accordance with original Owner's terms from date of installation.

8. Amerimax reserves the right to discontinue or change any product as manufactured. If the Product, component part or particular color is not available and Amerimax determines to make replacement, Amerimax shall have the right to substitute a compatible part or component.

9. AMERIMAX MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES AMERIMAX MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. AMERIMAX SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR CONTINGENCY DAMAGES OR LOSSES FOR ANY BREACH OF WARRANTY OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS FOR ANY PURPOSE WHATSOEVER. OWNER AGREES THAT OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERIMAX SHALL BE FOR THE REPLACEMENT OF, OR REFUND OF, THE PRODUCT AS STATED HEREIN. Amerimax's total cumulative liability under this limited warranty is limited to the dollar amount of the Owner's original payment for the Product.

No modification or amendment of this limited warranty shall be binding on Amerimax unless made in writing and signed by its authorized representative. This document constitutes the entire limited warranty made by Amerimax.

The terms, conditions, covenants and provisions contained in this limited warranty may be waived only in writing and signed by an authorized representative of Amerimax. The invalidity or unenforceability of any portion of this limited warranty shall not affect the validity and enforceability of any remaining provisions, and this limited warranty shall be construed in all respects as if any invalid or unenforceable provision is omitted.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.