



## PRODUCT AND INSTALLATION TRANSFERABLE LIMITED WARRANTY

**THIS PARAGRAPH CONTAINS AN IMPORTANT NOTICE. PLEASE READ IT CAREFULLY. THIS DOCUMENT CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS (RATHER THAN JURY TRIALS OR CLASS ACTIONS) AND LIMITS THE TIME PERIOD WITHIN WHICH YOU MAY BRING A CLAIM AGAINST US. FURTHER, THIS DOCUMENT LIMITS YOUR RIGHTS AND REMEDIES RELATED TO THE PRODUCTS YOU ARE PURCHASING FROM US.**

### LIMITED WARRANTY

The following limited warranty ("Limited Warranty") applies only to vinyl windows and doors (the "Products") sold by Windows USA®, LLC, an Arkansas limited liability company ("Windows USA®", "us", "we" or "our") which are provided and installed by Windows USA® or its subcontractors within owner-occupied single-family homes, subject to the stated conditions and limitations below. This Limited Warranty extends only to the individual or individuals who are the original purchaser of the Products ("you" or "your"). This warranty may only be assigned or transferred by you to a person that purchases the home in which the Product(s) were installed by us.

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC AND LIMITED LEGAL RIGHTS. YOUR STATE MAY ALSO GIVE YOU LEGAL RIGHTS IN ADDITION TO THE RIGHTS SET FORTH IN THIS LIMITED WARRANTY, WHICH SUCH ADDITIONAL LEGAL RIGHTS SHALL ONLY APPLY TO THE EXTENT REQUIRED BY APPLICABLE LAW. THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.WINDOWSUSA.COM/WARRANTY] AND IN THE DOCUMENTATION WE PROVIDE WHEN YOU SIGN UP TO PURCHASE THE PRODUCTS. WE WARRANT THAT DURING THE APPLICABLE WARRANTY PERIOD, THE PRODUCT WILL BE SUBSTANTIALLY FREE OF DEFECTS IN MATERIAL OR WORKMANSHIP THAT SIGNIFICANTLY IMPAIR THEIR PROPER OPERATION AND FUNCTION. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED OR EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

### NON-GLASS MATERIALS – LIMITED WARRANTY

Except as otherwise provided herein, Windows USA® warrants that for a period of ten (10) years after installation of the Product(s) into your home ("Non-Glass Warranty Period") all non-glass components of its Products will be substantially free of defects in material or workmanship that significantly impair their proper operation and function of the Products (failure to adhere to the foregoing warranty a "Non-Glass Defect"). If Windows USA® is given timely notice in accordance with the specific claims notice requirements set forth in this Limited Warranty of a Non-Glass Defect, Windows USA® shall, at its sole option and discretion: (1) repair or replace the defective part(s) or Product(s) (excluding the cost of shipping and labor thereto) with a commercially available product that is substantially similar in design, color and styling to original purchased Product; or (2) refund a portion of the original Product purchase price reasonably applicable to the defective part(s) of the Products on a straight-line depreciation basis over a ten-year period.

### GLASS – LIMITED WARRANTY

Except as otherwise provided herein, Windows USA® warrants that for a period of twenty (20) years after installation of the Product(s) into your home ("Glass Warranty Period"): (1) insulated glass units will be substantially free from material obstruction of vision as a result of dust or film formation on the internal glass surfaces; and (2) glass will remain free of breakage or cracking (each failure to adhere to the foregoing warranties a "Glass Defect"). If Windows USA® is given timely notice in accordance with specific claims notice requirements set forth in this Limited Warranty of a Glass Defect, Windows USA® shall, at its sole option and discretion: (a) repair or replace the Glass Defect (excluding the cost of shipping and labor relating thereto) with a commercially available product that is substantially similar in design, color and styling to original purchased Product, or (b) refund a portion of the original Product purchase price reasonably applicable to the defective parts of the Products on a straight-line depreciation basis over a twenty-year period.

### INSTALLATION SERVICES – LIMITED WARRANTY

Except as otherwise provided herein, Windows USA® warrants that for a period of two (2) years after installation of the Product(s) into your home ("Installation Services Warranty Period") the installation services will be substantially free of defects in workmanship to the extent such services significantly impair their proper operation and function of the Products ("Services Defect"). If Windows USA® is given timely notice in accordance with specific claims notice requirements set forth in this Limited Warranty of a Services Defect, Windows USA® shall, at its sole option and discretion: (a) reperform the services, or (b) refund a portion of the original Product purchase price reasonably applicable to the defective services.

### WARRANTY PERIOD

The term of the applicable Limited Warranty for each of the non-glass Product(s), glass Product(s), or installation services begins on the date the Products are installed by Windows USA® or its subcontractors and continues until expiration of the applicable Non-Glass Warranty Period, Glass Warranty Period or Installation Services Warranty Period (each of the Non-Glass Warranty Period, Glass Warranty Period or Installation Services Warranty Period hereinafter referred to individually and respectively as a "Warranty Period").

### WHAT THIS LIMITED WARRANTY DOES NOT COVER

The foregoing limited warranties do not cover:

- Windows or doors with laminated, tempered or impact-resistant glass.
- Glass that breaks or cracks during any remodeling of the structure or removal of the window from the structure.
- Damage caused by any occurrence of vandalism.
- Damage caused by accidents, acts of God, including flood, earthquake, high wind events, fire, civil unrest, war, or riot.
- Breakage or damage which is covered under any insurance policy.
- Vinyl windows and doors sold by Windows USA® which are installed in buildings or structures which are not considered owner-occupied single-family homes.
- Screens.
- Normal wear and tear.
- Damage to the Products caused by improper installation, use, modification, alteration, cleaning or maintenance of the Product(s) by you, your agents, contractors, guests, or invitees.
- Damage to the Products caused by mechanical abrasion to finishes.
- Damage to the Products caused by non-factory-applied finishes, applied sealants or caulking; (12)
- Damage to the Products caused by structural settlement, movement or vibration.
- Damage to the Products caused by exposure to excessive localized heat, high in-home humidity (condensation, frost or mold), high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Damage to the Products caused by normal wear, fading or discoloration of finish from Product usage, age or exposure to direct sunlight.
- Damage to the Products caused by acid rain or other atmospheric pollutants and corrosive elements.
- Damage to the Products caused by accidents, including accidental glass breakage except as expressly provided herein.
- Damage to the Products caused by application of after-market window films to glass surfaces.
- Damage to the Products caused by inappropriate finishes, solvents, brick-wash or cleaning chemicals.
- Glass breakage, not the fault of Windows USA®, that results in seal failure.
- Products subjected to conditions outside Product design limitations.
- Damage to the Products caused by security system installations.
- Ripping, tearing or other damage not the fault of Windows USA® to window screens associated with wear and tear through Product use.
- Damage to the Products caused by insects.
- Damage to the Products caused by finishing or modifying the structure containing the Product.
- Products that have not been paid for in full.
- Minor imperfections, slight glass curvature, minor scratches, or other imperfections in glass that do not significantly obscure vision or affect the Product's structural integrity.
- Minor variations in glass color.
- Any Products that have not been installed by Windows USA® or its authorized subcontractors.
- Condensation.
- Mildew buildup.
- Surface imperfections.
- The transportation or installation of the Product(s) at altitudes in excess of 3,500 feet above or below point of manufacture unless equipped with capillary or breather tubes.
- Damage to the Products caused by stresses arising from glass surface temperature differentials or caused by building settlement or movement.
- Rattling of grille bars within an air space.
- Use of Products under abnormal conditions, conditions that exceed the stated performance parameters of the Product as provided on the Product's labeling or under conditions not reasonably foreseeable to, or beyond the control of, Windows USA®.
- Windows that have been painted.
- Any re-installation of alarm or burglar bars.
- Any other exclusions set forth in this Limited Warranty.

Further, no warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. Windows USA® makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the Product at any time after the Products are manufactured. Further, it is important that the existing wall systems in your home be designed and constructed to properly manage moisture. Windows USA® is not responsible for claims or damages caused by anticipated or unanticipated water infiltration in Your home which are not caused by Windows USA® Products, including but not limited to deficiencies in

building design, construction or maintenance; failure to maintain or operate Windows USA® Products in accordance with Windows USA® instructions; or the performance of Windows USA® Products in barrier wall systems, which do not allow for proper management of moisture within the wall system. The determination of the suitability of all building components is your sole responsibility. All risks related to building design and construction shall be assumed exclusively by you.

**FAILURE TO COMPLY WITH Windows USA®'S OPERATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES SET FORTH IN THIS DOCUMENT UNLESS IT IS CLEARLY ESTABLISHED BY YOU TO OUR REASONABLE SATISFACTION THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.**

## DISCLAIMER OF CERTAIN WARRANTIES

This Limited Warranty is the exclusive warranty provided with regards to, or for, the Products. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCTS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, BODILY INJURY, PERFORMANCE, SUPPORT, TRAINING, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE". WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND Windows USA® HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Windows USA® DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCTS, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE PRODUCTS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Windows USA® OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS FOR CONSUMERS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, IN WHICH EVENT THE MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS PROVIDED IN THE EXPRESS WARRANTIES STATED HEREIN.

## PROMPT NOTICE OF CLAIM

During the applicable Warranty Period, you shall notify Windows USA® immediately, and in no case more than ninety (90) days, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which Windows USA® did not receive notice during the applicable Warranty Period and within ninety (90) days from the time the problem first became known, shall be barred and you expressly waive any remedy or claim for damages against Windows USA®. The Limited Warranty shall not be effective after the applicable Warranty Period.

## LIMITED WARRANTY CLAIM PROCEDURE

Claims for this Limited Warranty must be submitted in writing via certified mail, phone, or our website.

Windows USA® Certified Mail:  
Return Receipt Requested to Customer Service Department  
P.O. Box 222  
Royal, Arkansas 71968

Calling for Service at (800) 272-2085

Visit Website [windowsusa.com](http://windowsusa.com). Submitting a claim through our designated claims portal

Claims should include the following information: (a) claimant's name, address and phone number and the installation address (if different); (b) a description of the Product, purchase price, the Product's SKU, the date and location of purchase, and copies of Product invoices; (c) A description of the Product defects (photos should be included); and (d) a brief summary of any attempts made to correct the defect. If shipping and/or installation is requested, you will be responsible for all applicable shipping and installation costs which must be prepaid by you prior to sending the Products to Windows USA®. Windows USA® reserves the right to discontinue or make changes in any of its Products. If the Products applicable to this Limited Warranty are not in production at the time of the claim, Windows USA® shall have the right to substitute a product that in Window USA®'s sole discretion is equal quality or value.

## LIMITATION OF LIABILITY

**THE LIMITED WARRANTY AND REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE AND SOLE LIABILITY FOR ANY DISPUTE BETWEEN THE PARTIES, INCLUDING ANY BREACH OF THE LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU TO US FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION WILL ONLY APPLY TO THE EXTENT ALLOWED BY LAW.**

## ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

**YOU WILL SUBMIT ANY DISPUTES ARISING FROM, OR RELATED TO, THIS DOCUMENT, THE PRODUCTS, THE LIMITED WARRANTY, AND ANY DISPUTES BETWEEN THE PARTIES, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING TEXAS LAW. THE SEAT OR LEGAL PLACE OF ARBITRATION WILL BE DALLAS, TEXAS. YOU AGREE TO ARBITRATE IN YOUR INDIVIDUAL CAPACITY ONLY – NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS – AND YOU EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS ACTION BASIS. FURTHERMORE, UNLESS YOU AND Windows USA® AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OF CLASS PROCEEDING. ALL ARBITRATION PROCEEDINGS ARE CONFIDENTIAL, UNLESS BOTH YOU AND Windows USA® AGREE OTHERWISE. ARBITRATION ORDERS AND AWARDS REQUIRED TO BE FILED WITH APPLICABLE COURTS OF COMPETENT JURISDICTION ARE NOT CONFIDENTIAL AND MAY BE DISCLOSED BY THE PARTIES TO SUCH COURTS. A PARTY WHO IMPROPERLY DISCLOSES CONFIDENTIAL INFORMATION WILL BE SUBJECT TO SANCTIONS. THE ARBITRATOR AND FORUM MAY DISCLOSE CASE FILINGS, CASE DISPOSITIONS, AND OTHER CASE INFORMATION AS REQUIRED BY A COURT ORDER OF PROPER JURISDICTION. THIS AGREEMENT, AND ANY DISPUTE BETWEEN THE PARTIES, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS. FOR COMPLETE INFORMATION, INCLUDING THE FULL TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, PLEASE VISIT [WINDOWSUSA.COM](http://WINDOWSUSA.COM) OR SEND AN EMAIL TO [LEGAL@WINDOWSUSA.COM](mailto:LEGAL@WINDOWSUSA.COM) WITH THE SUBJECT LINE: "ARBITRATION DETAILS" OR CALL 800-272-2085. DE ARBITRAJE Y RENUNCIA COLECTIVA ("ACUERDO DE ARBITRAJE") EN ESPAÑOL VER Windows USA®. COM. THIS ARBITRATION AGREEMENT SHALL APPLY TO ANY PERSON MAKING A CLAIM PURSUANT TO THIS LIMITED WARRANTY.**

## LIMITATION ON TIME TO FILE CLAIMS

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO ANY THIS DOCUMENT, THE PRODUCTS, THE LIMITED WARRANTY, AND ANY DISPUTES BETWEEN THE PARTIES, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

## MISCELLANEOUS

You represent and warrant that (1) you are at least 18 years of age; (2) you have full power and authority to agree to this Agreement; and (3) you will not access the Products if you have previously been prohibited from doing so or if any laws prohibit you from doing so. This Limited Warranty is not a statement of the useful life of any Windows USA® Products. With the exception of a written statement signed by an authorized Windows USA® representative, this Limited Warranty and all the terms contained herein constitute the entire agreement between Windows USA® and you with respect to the subject matter hereof. This Limited Warranty, including all limitations of liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the Product covered by this Limited Warranty, you agree that you are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty. This Limited Warranty cannot be modified except in a writing signed by an authorized representative of Windows USA®.