

## **WENCO® LIMITED WARRANTY**

### **Components**

Subject to conditions and restrictions stated herein, WENCO guarantees and warrants that each JX-7 product shall be free from any defects in materials or workmanship for one (1) year from the date of its installation. Should a component part be proven to be defective during this one (1) year period, WENCO shall, at WENCO's option, either 1) repair any JX-7 product without charge; 2) furnish a replacement product or component, without charge and shipped freight prepaid to the person making the warranty claims; or 3) refund the original purchase price of the defective product or component. IN NO EVENT SHALL WENCO PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL JX-7 PRODUCT OR ANY REPLACEMENT PART, OR FOR ANY OTHER INCIDENTAL COSTS RELATED THERETO.

This warranty is valid only when the JX-7 products covered by this warranty are installed, finished and maintained according to WENCO'S written installation instructions. This warranty does not cover 1) component parts which have been damaged by accident, mishandling or improper use, 2) component parts which have been subjected to negligent operation, 3) screen or glass, 4) damage resulting from improper installation, or 5) damage caused by fire, flood, act of God, earthquake, storm, tornado, or any other cause beyond the control of WENCO.

THIS WARRANTY SETS FORTH WENCO'S MAXIMUM LIABILITY FOR ITS JX-7 PRODUCTS. WENCO SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. WENCO MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS JX-7 PRODUCTS. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTY AND THE TIME AND MANNER OR PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

Claims under this warranty must be made in writing within the one (1) year period of this warranty and prior to the beginning of any repair work to: WENCO Warranty Claims, Industrial Park, Mount Vernon, OH 43050. Any warranty claim will not be considered to be properly made unless it is sent in writing directly to WENCO. Written claims should detail the original date of installation, nature of the problem, and name, address and telephone number of the person making the warranty claim. WENCO reserves the right to have any JX-7 product, alleged to be defective, field inspected by a WENCO representative. No distributor, dealer, or representative of WENCO has the authority to change or modify this warranty, either orally or in writing, in any respect.

**WARNING:** This product may contain components manufactured with urea formaldehyde resin and, if so, will release small quantities of formaldehyde. Formaldehyde levels in the indoor air can cause temporary eye and respiratory irritation and may aggravate respiratory conditions or allergies. Ventilation will reduce indoor formaldehyde levels. To the best of WENCO's knowledge, all WENCO JX-7 products are in compliance with any applicable state and federal requirements relating to safety levels for urea formaldehyde emissions.

### **Insulated Glass**

Subject to conditions and restrictions stated herein, WENCO guarantees and warrants that each WENCO Insulated Glass Unit shall be free from any material obstruction to vision due to film formation or dust collection on the interior glass surfaces resulting exclusively from failure of the hermetic seal, other than through glass breakage, for five (5) years from the date of its manufacture. WENCO further guarantees and warrants that any such WENCO Insulated Glass Unit with internal muntins shall be free from all defects in materials and workmanship for one (1) year from the date of such unit's manufacture.

For any unit failing to comply with this warranty, WENCO will ship a replacement unit, without charge, to the shipping point nearest the installation. This warranty shall not apply to a replacement unit beyond the five (5) year period applying to the original unit or the one (1) year period applying to the original unit with internal muntins.

IN NO EVENT SHALL WENCO PAY FOR THE COST OF LABOR, INSTALLATION OR FINISHING OF EITHER THE ORIGINAL INSULATED GLASS UNIT OR THE REPLACEMENT UNIT, OR ANY OTHER INCIDENTAL COSTS RELATED THERETO. THIS SHALL BE WENCO'S MAXIMUM LIABILITY UNDER THE WARRANTY. WENCO MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, EXCEPT AS EXPRESSLY CONTAINED HEREIN WITH RESPECT TO ITS INSULATED GLASS UNITS. ANY FURTHER CLAIMS DUE TO SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGE ARE EXCLUDED FROM THIS WARRANTY. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH IMPLIED WARRANTY AND THE TIME AND MANNER OF

PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

This warranty shall not apply to units used outside the continental United States, or to units damaged in handling or in installation. This warranty shall also be void if the unit is subjected to stresses resulting from localized application of heat causing excessive temperature differentials over the glass surfaces or edges, excessive vibration or a movement of building or foundations.

Claims under this warranty must be made in writing as soon as practicable after discovery of the defect and in all events within the appropriate five (5) or one (1) year period of the warranty and prior to the beginning of any repair work to: WENCO Warranty Claims, Industrial Park, Mount Vernon, OH 43050. Any warranty claim will not be considered to be properly made unless it is sent in writing directly to WENCO. Written claims should detail the nature of the problem and the name, address and telephone number of the person making the warranty claim. WENCO reserves the right to have any unit alleged as being defective under this warranty, field inspected by a qualified factory representative and returned to the factory. No distributor, dealer, or representative of WENCO has the authority to change or modify this warranty, either orally or in writing, in any respect.