

## **WENCO® LIMITED WARRANTY**

### **Windows, Patio Doors, and Component Parts**

WENCO guarantees and warrants, subject to the conditions and restrictions stated below, that its WENCO, JX-7® and NORTHSTAR® windows, patio doors, and component parts thereof, and any other product manufactured by WENCO, shall be free from any defects in materials or workmanship for one (1) year from the date of original installation. Should any such product or component part be proven to be defective during this one (1) year period, WENCO shall, at WENCO's option, either 1) repair any such product without charge; 2) furnish a replacement product or component, without charge and shipped freight prepaid to the person making the warranty claim; 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 OR REPLACEMENT PRODUCT OR ANY REPLACEMENT PART, OR FOR ANY OTHER INCIDENTAL COSTS RELATED THERETO.**

This warranty is valid only when 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 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 PRODUCTS. IN THE EVENT STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTY AND THE TIME AND MANNER OF 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 prior to the expiration of the one year warranty period and prior to the beginning of any repair work to: WENCO Warranty Claims, Commerce Drive, Mount Vernon, Ohio 43050. Written claims must detail the original date of installation, nature of the problem, and name, address and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the foregoing in writing and is received by WENCO prior to the expiration of the one (1) year warranty period. WENCO reserves the right to have any of its products, 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:** WENCO products 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 conditions or allergies. Ventilation will reduce indoor formaldehyde levels. To the best of WENCO's knowledge, all WENCO products are in compliance with any applicable state and federal requirements relating to safety levels for urea formaldehyde emissions.

This limited warranty is effective for all products manufactured by WENCO after December 31, 1989, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by WENCO prior to January 1, 1990.

### **Insulated Glass**

#### **TWENTY YEAR / ONE YEAR LIMITED WARRANTY**

WENCO guarantees and warrants, subject to the conditions and restrictions stated below, that each WENCO, NORTHSTAR®, and JX-7® Insulated Glass Unit, and all other Insulated Glass Units manufactured by WENCO, 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 twenty (20) years from the date of its manufacture; unless such Insulated Glass Unit contains internal muntins in which case such guarantee and warranty shall be limited to one (1) year from the date of manufacture.

If any such failure occurs during the first five (5) years from the date of such unit's manufacture, or during the first year from the date of manufacture for units containing internal muntins, WENCO will ship a replacement unit, without charge, to the shipping point nearest the installation. If such failure occurs in any unit not containing internal muntins after the five (5) year period from the date of such unit's manufacture, WENCO will provide a pro-rata credit against the purchase of any replacement Insulated Glass Unit

manufactured by WENCO. The amount of any such credit shall depend on the number of years from the date of manufacture to the date such a claim is made as follows:

Years From Date of Manufacture	Amount of Credit
6 to 8	50%
9 to 11	40%
12 to 14	30%
15 to 17	20%
18 to 20	10%
after 20	0%

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 sold or installed outside the United States or Canada, 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 applicable warranty period and prior to the beginning of any repair work to: WENCO Warranty Claims, Commerce Drive, Mount Vernon, Ohio 43050. Written claims must detail the nature of the problem and the name, address, and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the forgoing in writing and is received by WENCO prior to the expiration of the applicable one (1) or twenty (20) year warranty period. 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.

This limited warranty is effective for all products manufactured by WENCO after December 31, 1989, and all previous warranties shall be considered null and void as to such products. Of course, any previous warranties will continue to apply according to their terms to products manufactured by WENCO prior to January 1, 1990.