

# WARRANTY

- 1) Subject to the terms and conditions stated herein, RAM Industries, the manufacturer, warrants to the Original Purchaser that under the conditions of normal use and service, all window products will be free from the following defects in material and workmanship for a period of ten (10) years from the date of original delivery for single family residential properties and for a period of two (2) years from the date of delivery for commercial properties (non-single family residential properties) including schools, churches, hotels, apartments, townhomes and rental properties:
  - a. Component parts will be free from any and all manufacturing defects that significantly impair the operation and proper usage of the window unit.
  - b. There will be no material obstruction of vision on the internal surfaces of the insulated glass unit caused by sealant failure of the insulated glass unit. In the event that the Original Purchaser experiences a problem with respect to any of the defects set forth in Section 1a or b above, a new replacement part will be provided upon receipt of the original part or validation of the compliant. The manufacturer reserves the right to require return of the defective part(s).
- 2) The warranties describe above cover only manufacturing defects and do not include defects or damages caused by, or as the results of, any of the following circumstances:
  - a. The improper installation or use of the products by the Original Purchaser, his agents, assigns or invitees.
  - b. The improper application or use of the product.
  - c. The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes.
  - d. Any modification or alteration to the product.
  - e. The failure to perform reasonable and necessary maintenance on the product or products per the manufacturer's "Care & Maintenance Instructions".
  - f. The neglect, abuse, improper handling and/or improper storage of the product.
  - g. Exposure of the product to excessive heat and/or cold beyond naturally occurring conditions.
  - h. Stresses caused by building defects or settlement or movement of the structure in which it was installed.
  - i. The application of harmful cleaning solutions or products including, but not limited to, acetone, petroleum products or abrasive compounds.
  - j. Misalignment of grilles/muntins of 1/8" or less from appropriate position.
  - k. Slight fading and/or color variations of the paint and anodized finishes caused by normal aging or uniform weathering.
  - l. Torn or ripped screens for any cause whatsoever.
  - m. The improper removal of any permanent warning or identification labels from the product or products.
  - n. Installation of the product or products outside of the 48 contiguous United States.
  - o. Any inappropriate or unintended use or uses of the product.
- 3) With respect to insulated glass products, the above warranties apply to Cardinal IG insulated glass only and are otherwise limited to a period of five (5) years from the date of original delivery for single family residential properties and for a period of one (1) year from the date of delivery for commercial properties for non-Cardinal IG insulated glass units and special glazing products. The above warranties cover only manufacturing defects related to the insulated glass unit and do not include defects or damages caused by, or as the result of, the following circumstances:
  - a. Minor blemishes in the glass that do not significantly impair the structure or vision through the glass including slight glass curvature.
  - b. Color variation or variations of the glass.
  - c. Glass breakage for any cause or any reason.
  - d. Scratches on the glass surface caused by the use of metal scrapers or razor blades.
  - e. Subjection to stresses arising from glass surface temperature differentials or caused by building settlement or movement.
  - f. Condensation on the surfaces of the window and/or glass, which may occur as the natural result of humidity and temperature differentials.
  - g. The transportation or installation of the glass product or products at altitudes in excess of 3,500 feet above or below point of manufacture.
  - h. The very gradual, natural migration of inert gas in-fills used in insulated glass units.
  - i. Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.
  - j. Installation in high moisture areas (i.e. Swimming pool enclosures).
  - k. Installation in high vibration areas (i.e. Airports).
  - l. Seal failure caused by cleaning chemicals or other outside agents.
- 4) For quality assurance purposes, all window products should be inspected by the Original Purchaser prior to, or at the time of installation or upon transfer of title to the Original Occupant.
- 5) The warranties set forth above are expressly in lieu of all other expressed warranties and of all other obligations or liabilities on the manufacturers part. The manufacturer neither assumes, nor authorizes any other person to assume for the manufacturer, another liability in connection with the sale of the product. The warranties as described herein are the exclusive remedies for breach. There are no warranties that extend beyond the description on the face of this document. The manufacturer makes no warranty whatsoever with respect to accessories or parts not supplied by the manufacturer.
- 6) The warranties cover materials only and the manufacturer does not assume any expense or responsibility involved with the removal and/or reinstallation of any replacement parts. The manufacturer's obligation under the warranties is expressly limited to, at the manufacturer's option, replacement or repair of any defective part or component. The manufacturer reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts or components may be replaced with an equivalent part at the sole discretion of manufacturer. The manufacturer is not responsible for any color variation in the replacement part or component. The manufacturer is not responsible for any window, which has been modified in any manner to accommodate an alarm system, which may be attached to the product nor is it responsible for the reconnecting of the window to the alarm system. The manufacturer reserves the right to inspect any and all defects in the field. Field visitation(s) may result in service charges for non-warranty site surveys.
- 7) Under no circumstances is the manufacturer liable for consequential, exemplary or special damages including, but not limited to, damage or loss of other property or equipment.
- 8) Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. These warranties give you specific legal rights and you may also have other rights, which vary from state to state.
- 9) **ELIGIBILITY REQUIREMENTS:** Enforceability of the warranties set forth above is limited to the Original Purchaser. The term "Original Purchaser" means: That individual, individuals or entity which took original title to the premises or the original occupants of the structure in which the product was installed.
- 10) **NON-TRANSFERABILITY:** The warranties described above are non-transferable and limited to the Original Purchaser as described in Section 9 above.
- 11) **WARRANTY CLAIM:** Any claims for defects under this warranty should be submitted in writing to the manufacturer at the address provided below and include the original invoice, original purchaser's name, address, date of purchase, product information and current contact information. Allow a reasonable time for inspection by an authorized representative of RAM Industries.

EFFECTIVE DATE: Products manufactured or delivered on or after JANUARY 1, 2010

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