

H Window Company, LLC. 401 17<sup>th</sup> Avenue West Ashland, Wisconsin 54806

## H WINDOW COMPANY, LLC. LIMITED WARRANTY

The Warranty

The H Window Company, LLC (hereinafter 'HWC') proudly warrants to the original purchaser of any HWC products as follows: The Warranty for Spooner Ranger Station order number #24363 starts on 08/22/2011 for a period of Ten (10) vears.

- 1. All wood and aluminum parts contained in The H Window Company windows and doors will be free from defects in manufacturing, materials and workmanship when used under normal conditions, for a period of ten (10) years from the date of manufacture.
- Insulated glass in the HWC product is warranted for ten (10) years from the date of manufacture, as 2. imprinted on the spacer between the panes of glass. Insulated glass is warranted not to develop, under normal conditions, any material obstruction of vision resulting from manufacturing defects or as a result of premature failure of the glass or organic seal. For all other glass imperfections, the glass fabricator ASTM standards will be followed.
- 3. All hardware used in the HWC product (other than exceptions noted elsewhere in this warranty) shall be free from manufacturing and material defects, when used under normal conditions for ten (10) years from the date of purchase.
- Roll screens for the Nordic Doors have a one (1) year limited warranty, when used under normal 4. conditions, from date of purchase.
- 5. The purchaser shall be responsible to care for and protect new woodwork against moisture and excessive dryness. ALL WOODEN SURFACES OF THE HWC PRODUCTS MUST BE THOROUGHLY SEALED, PAINTED OR VARNISHED WITHIN 30 DAYS OF INSTALLATION OR 90 DAYS FROM FACTORY SHIPMENT, WHICHEVER IS EARLIER. Failure to seal, paint, or varnish within these time periods shall void these warranties.
- Factory applied interior finish is covered by a Limited Warranty to the original purchaser against defects, 6. under normal conditions, for one (1) year from the date of manufacture. The warranty applies to premature cracking, peeling, blistering, or loss of adhesion under normal atmospheric conditions. HWC does not provide any warranty in situations where the customer supplies the materials to be used in factory finishing the wood.

## Conditions and Exclusions

The H Window Company. LLC manufactures its windows and doors to be of high guality, long lasting and durable. However there are certain conditions or applications over which HWC has no control. Problems or defects as a result of such conditions or applications are not the responsibility of HWC. Such conditions and/or applications include, but are not limited to:

- This Limited Warranty does not apply to H Windows and Doors installed in structures that do not allow for proper management/drainage of moisture. For example, exterior insulation and finish systems ("EIFS"), also known as "Synthetic Stucco", without an engineered drainage system. Improper installation, improper storage, field finishing, product alteration or maintenance.
- Corrosion, wear, or failure of standard hardware in seacoast applications. (Please contact your local H Window dealer for corrosion resistant hardware options.)
- Normal wear or discoloration of finishes, including the tarnishing of brass.
- Variations in color and grain of natural wood parts
- Environmental conditions or use exceeding design standards.
- Screen fabric, cracked or broken glass
- After market films applied to the surface of the glass causing glass failure.
- Minor glass imperfections that do not affect normal vision or product performance, including curvature of glass due to atmospheric conditions.
- Glass damage due to abnormal stresses resulting from localized application of heat, excessive vibration, movement of building or foundations, or lack of adequate provisions for expansion and contraction of framing members.
- Condensation or frost on exposed surfaces of your H Windows or Doors. Frost or condensation is not a defect in the product, but a result of excessive humidity. For additional information on frost and condensation, please write to H Window Company, LLC, Attention: Customer Service Department, at the above address
- Acts of God, war, riot, terrorism or similar acts.

## Remedy and Warranty Claim Procedure

Should the HWC product not be as warranted and prove to be defective within the applicable warranty period stated above, HWC shall, at its option, either repair or replace the defective materials free of charge or if the foregoing is impractical reimburse the original purchaser for the cost of the HWC product. To make a claim under this warranty, the original purchaser must notify the contractor who installed the window or the dealer from whom the window was purchased within the applicable warranty period. If the contractor or dealer is not known, the original purchaser should write to: H Window Company, LLC, Attention: Customer Service Department, at the above address. The cost of removal and reinstallation of any materials, the cost of refinishing of wood parts, the cost of transportation for the return of any materials, and the cost of reshipment of any repaired or replaced materials shall be paid by the purchaser. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY THE H WINDOW COMPANY, LLC, IT MAKES NO OTHER WARRANTY, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any implied warranty not effectively excluded hereby shall be limited in duration to the duration of the applicable express warranty. Some states do not allow limitations on duration of an implied warranty, so the above limitations may not apply to the original purchaser. THE EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTIES IS AS SET FOURTH IN THE IMMEDIATELY PRECEDING PARAGRAPH. IN NO

EVENT SHALL H WINDOW COMPANY, LLC AND/OR ITS EMPLOYEES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THE SALE, NEGLIGENCE ON THE BASIS OF STRICT LIABILITY, OR FOR ANY OTHER REASON. The sole purpose of the exclusive remedy set forth above shall be to provide the original purchaser with the replacement or repair of non-conforming materials. This exclusive remedy shall not be deemed to have failed so long as H Window Company, LLC is willing and able to repair or replace

defective materials in the manner set forth above. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations may not apply to you. The warranty gives you specific legal rights, and you may also have other rights that vary from state to state.