



# Window and Patio Door Limited Lifetime Warranty

Thank you for choosing AMSCO Windows®. We take great pride in our products, which have been engineered and manufactured to provide value, comfort, and peace of mind. Below, you will find our warranty to you. Please visit our web site ([www.amscowindows.com](http://www.amscowindows.com)) and become familiar with our Care & Maintenance instructions. By following them, you will help your AMSCO® windows function properly and look great for years to come.

## What Does This Warranty Cover?

This warranty covers any defects in materials or workmanship (excluding installation) that would materially impair the function and proper operation of our composite and vinyl window and door products we manufactured for use in the United States after July 1, 2009. Any defects that arise from or relate to conditions that are beyond our control are excluded from this warranty including without limitation those found in the "What Does This Warranty Not Cover" section below.

## Who is Covered?

This warranty covers only the owner of the building in which the product is initially installed.

## How Long Does the Coverage Last?

**Owner Occupied Single-Family Residences.** If the product is installed in a single-family residence that you own and occupy at the time of initial installation, this warranty remains in force for as long as you own and occupy such residence. If you sell your residence or it becomes occupied by any person other than you, the warranty will expire five (5) years from the date the product was originally installed in the single-family residence.

**Other Buildings.** If the product is installed in a building other than an owner occupied single-family residence, the warranty will remain in force until the earlier of: (a) ten (10) years from the date the product was originally installed in the building, or (b) the date you sell or otherwise transfer such building.

## Limitation on Duration of Implied Warranties

THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE NO LONGER THAN THE DURATION OF THE EXPRESS WARRANTY ABOVE. THE CLAIM PROCEDURE FOR IMPLIED WARRANTIES SHALL BE THE SAME AS FOR EXPRESS WARRANTIES AS PROVIDED HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation on implied warranties applies in all states in which such limitation is allowed and may not apply to you.

## What Does This Warranty Not Cover?

This warranty does not cover, and AMSCO Windows is not liable for:

- Normal wear and tear of any kind including without limitation of weatherstripping and operating components, such as balance springs, rollers, latches, casement operators, etc.
- Screens.
- Color change, fading or chalking whether or not due to natural weathering or other atmospheric conditions, such as pollution, and extreme heat and/or UV exposure.
- Fading of surfaces and/or hardware finishes.
- Loss of functionality because of corrosion, except stainless steel hardware.
- Glass breakage; failure due to misuse, abuse or accident; and damage caused by failure to perform periodic maintenance as outlined in our Care & Maintenance Instructions (our Care & Maintenance Instructions are found at [www.amscowindows.com](http://www.amscowindows.com)); by alteration or modification to the product (such as tints, films, paint or security systems applied or attached to the product); by

improper or insufficient ventilation which causes excessive heat build up, such as blinds or window treatments; or any other cause beyond our control (including without limitation fire, flood, earthquake and other acts of nature).

- Minor imperfections in the glass that do not affect structural integrity, product performance or that do not significantly obscure normal vision, including minor scratches, curvature or waviness of the glass and minor variations in glass color.
- Inert gas loss due to the natural process of gas migration over time. It is known that inert gases within an insulated unit will naturally dissipate over time. No warranty is made specifying the amount of inert gas present in an insulated glass unit.
- Variations in the color and grain pattern of natural wood veneers.
- Wood veneered surfaces that are discolored or damaged after delivery from our factory. All natural wood veneers should be finished immediately to avoid possible water damage. Water damage which occurs after product has been delivered to the jobsite is not considered a product defect and is not covered under this warranty.
- Improper handling, installation, maintenance or operation not in conformance with our installation instructions (approved installation instructions are found at [www.amscowindows.com](http://www.amscowindows.com)); problems related to water and/or air infiltration or leaking caused by improper use or installation; flaws in building design or construction or sloped glazing or other non-vertical installation.
- Damage or poor product performance resulting from installation into a condition that fails to meet product design standards and/or certified performance specifications and/or is not in compliance with building codes; or from settling or movement of the building.
- Condensation. (Condensation problems should be addressed by a qualified heating/air conditioning specialist.)
- Labor and materials for the installation of a complete replacement product.
- Any repainting or finishing required in connection with warranty work.
- Reinstalled product.
- Product that has not been paid for.
- Product sold by AMSCO Windows as a clearance item, second, blemished or in "as is" condition.
- Separate products which have been joined or milled together by any person other than AMSCO Windows.
- Installation or handling or any damage caused by such installation or handling.

## How Do You Get Service?

If something goes wrong, immediately contact the dealer or contractor from whom you purchased the product. Arrange a mutually convenient time for the service representative of the dealer or contractor to come to your building and, if possible, correct the problem. In most cases your dealer or contractor will be able to correct the problem, but if he is not able to do so, you should contact us directly in writing at the following address:

AMSCO Windows  
Warranty Service  
1880 South 1045 West  
Salt Lake City, Utah 84104

We can react more efficiently if you provide the following:

- Your name, address and daytime telephone number.
- Sales receipt or other documentation establishing proof and date of purchase and installation.
- The name of the dealer or contractor that originally supplied the product.

- A description of the problem.

If, at your request, we make an on-site inspection and we determine that a warranty defect does not exist, you may be charged an inspection fee.

## What Will We Do to Correct the Problem?

Upon notification, we will investigate the problem. If, in our sole discretion, the product is found to be defective, and is covered under the provisions of this warranty, we will repair the product or provide replacement parts<sup>1</sup> necessary to repair the product at no charge. If the product is installed in an owner occupied single-family residence and the defect reported to AMSCO Windows during the first year after installation, we will provide skilled labor at no charge if we determine that skilled labor<sup>2</sup> is needed to correct the defect. If the defect cannot be repaired in our sole judgment, we will provide a replacement product and ship it to the original delivery site<sup>1</sup>. Installation or reinstallation of repaired or replacement product is not covered if replacement products are provided. All in-place service under this warranty will be performed at the site of the initial installation.

**Notwithstanding anything herein to the contrary, in all cases, AMSCO Windows may, in its sole and absolute discretion, fully satisfy its obligations under this warranty by refunding to you the amount actually paid by you for the defective products.**

IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. BY ACCEPTING THE PRODUCT, YOU WAIVE ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING EXCLUSION AND LIMITATION APPLIES IN ALL STATES WHEREIN SUCH AN EXCLUSION OR LIMITATION IS ALLOWED AND MAY NOT APPLY TO YOU.

## What Must You Do to Keep the Warranty in Effect?

You must notify AMSCO Windows of any claimed defect immediately and in no event later than 90 days after first appearance of the claimed defect. You must also grant AMSCO Windows and its representatives reasonable access to the allegedly nonconforming product. Failure to provide immediate notice or grant access as required in this paragraph will void this warranty in its entirety.

## Exclusive Remedy and Other Important Legal Information.

This warranty sets forth our maximum liability for our products. IN NO EVENT, SHALL AMSCO WINDOWS' OR SELLER'S LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE THOSE REMEDIES SPECIFIED ABOVE. THIS WARRANTY IS IN NO WAY INTENDED TO BE A STATEMENT OF THE USEFUL LIFE OF OUR PRODUCTS.

No distributor, dealer or representative of AMSCO Windows has the authority to change, modify or expand this warranty. The original purchaser of this product agrees that it has read this warranty and understands it, is bound by its terms and will provide this warranty to the original owner of the structure into which the product is installed.

## How Does State Law Relate to This Warranty?

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

<sup>1</sup> Because manufacturing materials and techniques can change, replacement product(s) may not be an exact aesthetic match to the original.  
<sup>2</sup> Skilled labor is required when AMSCO Windows determines that specialized training, tools and/or knowledge are required to cure the defect.