

All American Window Company, LLC

LIMITED WARRANTY

SCOPE OF WARRANTY

This limited warranty applies to All American Window Company, LLC (AAWC) vinyl windows purchased from an authorized AAWC dealer on or after the Effective Date of this limited warranty and extends to the original owner of the structure in which the product is originally installed. All warranty periods begin on the date of original purchase and not the date of installation.

RESIDENTIAL VERSUS COMMERCIAL APPLICATIONS

In some instances different warranty periods apply to windows installed in residential and commercial applications. For purposes of this limited warranty, the term residential application means an owner-occupied single-family home, while the term commercial application means all other applications, to include, without limitation, office and retail buildings, churches, schools, non-owner occupied (e.g., leased or rented) homes, and all multi-family structures (e.g., duplexes, apartments, condominiums, and townhomes).

FRAME AND SASH

Vinyl frames and sashes are warranted to be free from defects in materials and workmanship and not to materially rot, warp, twist, or bow under normal usage and applications for the lifetime of the original owner in residential applications and for a period of ten years in commercial applications.

FACTORY FINISHES

Any factory applied colors or finishes are warranted not to blister, peel, flake, delaminate, or materially chalk or fade under normal applications for a period of five years in both residential and commercial applications.

HARDWARE

Window hardware (catches, latches, hinges, handles, locks, pivots, balances, tilts) is warranted to be free from defects in materials and workmanship or a period of one year in both residential and commercial applications.

GLASS (GLAZING)

Insulated glass assemblies are warranted against seal failure caused by manufacturing defects that result in a material obstruction of vision due to fogging or film formation between (on the internal side of) the glass assemblies for a period of twenty years in residential applications (subject to proration of replacement cost after the fifth year as set forth below) and five years in commercial applications.

Laminated impact resistant glass is warranted against delamination caused by manufacturing defects that results in a material obstruction of vision under normal usage and applications for a period of five years in both residential and commercial applications.

Glass grids. Grids applied to glass are warranted against adhesion failure for a period of one year in both residential and commercial applications.

WHAT DOES THIS LIMITED WARRANTY NOT COVER (EXCLUSIONS)

This limited warranty does not cover defects, damages, or problems caused by or arising from:

- Use of pressure washers (pressure washers should never be applied to windows or perimeter sealants).
- Improper handling and storage.
- Failure to properly install and maintain the product in accordance with AAWC's installation and maintenance instructions (a copy of which can be obtained by contacting AAWC).
- Use of the product in locations or applications that are not suitable for such use and not approved by applicable building codes, the determination of which is the sole responsibility of the purchaser and installer.
- Damage caused by use of razors, scrapers, abrasives, mechanical abrasion, or by exposure to inappropriate cleaners or chemicals (including paint thinners, solvents, and mineral spirits) not suitable for vinyl products.
- Application of window film (tinting), window insulation wrap, paint, coatings, finishes, or any other modifications of factory finishes.
- Abnormal use or applications, misuse, abuse, modification, or alteration.
- Field applied mulls (any window ratings and certifications apply only to single window units and to factory muller units and do not apply to units that are muller or combined after they leave the factory).
- Thermal efficiency, which vary with the application of the product.
- Installation or use near pools, saunas, hot tubs, or other high-humidity or high-salt or corrosive environments.
- Glass imperfections that do not affect structural integrity or materially obstruct vision as based on ASTM and other industry standards.
- Non factory installed caulking, trim packages, and other materials supplied by others used in product installation.
- Hurricanes, tropical storms, gales, tornadoes, and other Acts of God.
- Impact by foreign objects.
- Condensation or dew formation. Unlike a seal failure (which occurs between two panes of glass), the formation of condensation (or dew) on the interior or exterior surface of window frames or glazing is a natural climatic event that occurs when humid air contacts a cooler window surface. Condensation, dew, fog, frost, sweating, or mold, mildew, or fungus growth on interior and exterior windows surfaces is not a product defect and is not a warrantable condition.
- Racking, distortion, cracks, misalignment, or other damage caused by use of expanding insulating foam or by the expansion, contraction, vibration, or movement of the building framing or structure.
- Normal wear and tear, normal weathering and fading of finishes, and minor imperfections that do not affect product performance.
- Screen tears.
- Glass breakage.

WHAT WE WILL DO TO CORRECT WARRANTED PROBLEMS

For covered warranty claims made during the warranty period, AAWC will supply replacement parts or, at AAWC's sole discretion, a full replacement window or a refund of the price paid for the defective window. You are responsible for all shipping, freight and delivery costs, and you are responsible for all labor and expenses required to remove and install the replacement parts or window. In addition, the twenty (20) year warranty for seal failures in insulated glass assemblies in residential applications is subject to following proration of the cost of a AAWC supplying a replacement assembly: In years 1-5 AAWC is responsible for 100% of the cost of the replacement assembly; in years 6-10 AAWC is responsible for 75% and you are responsible for 25% of the published cost of the replacement assembly; and in years 11-20 AAWC is responsible for 75% and you are responsible for 25% of the published cost of the replacement assembly.

HOW TO GET WARRANTY SERVICE

For fastest warranty service, first contact the dealer that supplied the window. If you do not know the name of the installer or dealer, or if this action does not result in satisfactory warranty service, then warranty requests should be submitted in writing to All American Window Company, LLC, Attention Service Department, 1930 Hanahan Road Suite 1400A, North Charleston, SC 29406, and include the following information: Your name, address and telephone number; date of installation and proof of purchase of the product; name of the dealer from whom you purchased the product; and specific description of the problem or defect. Upon receipt of your warranty request, AAWC will investigate the matter and perform any obligations under this limited warranty within a reasonable period of time.

EXCLUSIVE WARRANTY AND DISCLAIMER

YOUR EXCLUSIVE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE REMEDIES OF REPLACEMENT OR REFUND AT AAWC'S DISCRETION AS DESCRIBED ABOVE, WHICH TAKE THE PLACE OF ALL OTHER REMEDIES OF ANY AND EVERY KIND. UNDER NO CIRCUMSTANCES SHALL AAWC BE LIABLE FOR ANY CLAIMS, LOSSES, INJURIES, OR DAMAGES TO PERSONS OR PROPERTY, OR FOR CLAIMS FOR ACTUAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, HOWEVER OCCASIONED, ARISING FROM OR RELATED TO THE SALE, INSTALLATION, OR USE OF THIS PRODUCT. TO THE GREATEST EXTENT ALLOWED BY LAW, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE DISCLAIMED. No person (including any employee, installer, distributor, dealer, agent, representative, or anyone else) has authority to modify any term or condition contained in this limited warranty or to make any other warranty regarding this product, and any attempt by anyone to do so is unauthorized, null, and void. If you are considered a "consumer" within the meaning of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., the duration of any implied warranties shall be limited in duration to the time periods set forth in this limited warranty. You may also have other rights which vary from state to state.