

Para ver la versión, en español, de esta Garantía limitada y Proceso de resolución de controversias, visite andersenwindows.com

### LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

IMPORTANT: Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.andersenwindows.com/optout and complete the opt-out form within one year from the date of purchase of your Andersen® products from a dealer or retailer. The opt-out only applies to the terms of the Dispute Resolution Process.

## **E-Series Window and Door Limited Warranty**

## **Limited Warranty on Glass**

The glass in Andersen® E-Series factory glazed window and door units (including dualpane glass, High-Performance Low-E4® glass, High-Performance Low-E4® Sun glass, High-Performance Low-E4® Sun glass, High-Performance Low-E4® PassiveSun™ glass, HeatLock® glass, tinted glass, patterned glass (including textured, frosted, grooved, beveled and color options), laminated glass, grilles between the glass and tempered versions of these glass options is warranted to be free from defects in manufacturing, materials and workmanship for twenty (20) years from the date of purchase from the retailer/dealer. It is also 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 twenty (20) years from the date of purchase from the retailer/dealer. This limited warranty on glass does not apply to special order glazings, decorative glass, impact-resistant glass or glass that is not factory installed by Andersen.

Decorative glass is warranted against seal failure for a period of ten (10) years from the date of purchase from the retailer/dealer.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide the appropriate replacement glass product to the Andersen retailer/dealer that you specify — labor is not included; or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the original purchase price. Such replacement or repair is warranted for the remainder of the original limited warranty period.

## **Limited Warranty on Wood and Wood Composite Components**

The interior wood and exterior wood composite components in Andersen E-Series products are warranted to be free from defects in manufacturing, materials or workmanship for ten (10) years from the date of purchase from the retailer/dealer. Exterior wood components are warranted to be free from defects in manufacturing, materials or workmanship for five (5) years from the date of purchase from the retailer/dealer. To be covered under this limited warranty, it is the customer's responsibility to: (1) ensure that all wood surfaces (interior, exterior, top, bottom and any exposed sides) are immediately and thoroughly painted, varnished or sealed in conformity with generally accepted field finishing standards; (2) ensure that the finishes are maintained; and (3) properly care for and protect all wood components against moisture, excessive dryness and other abnormal exposures.

In the event a wood or wood composite component fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide the appropriate replacement parts to the applicable Andersen retailer/dealer that you specify — labor is not included; or (2) provide a factory-authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

## Limited Warranty on Hardware, Weatherstripping, Blinds and Insect Screens

The hardware (including the finish on Limited Lifetime Brass), weatherstripping, blinds and insect screens on Andersen E-Series products are warranted to be free from defects in manufacturing, materials and workmanship for ten (10) years from the date of purchase from the retailer/dealer.

Retractable door insect screens for Andersen E-Series products are warranted to be free from defects in manufacturing, materials and workmanship for one (1) year from the date of purchase from the retailer/dealer.

In the event a failure occurs as a result of a defect in manufacturing, materials or workmanship within the applicable limited warranty period, Andersen, at its option, will: (1) provide the appropriate replacement parts to the Andersen retailer/dealer that you specify — labor is not included; or (2) provide a factory-authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Exclusions: weathering of hardware finishes (with the exception of Limited Lifetime Brass) is not considered a defect and is not covered under this limited warranty.

## **Limited Warranty on Exterior Painted Aluminum Surfaces**

The exterior painted aluminum surface (silicone polyester enamel conforming to AAMA 2604-05 ("2604 Coating System")) on components including frame, sash, panel, window sills and grilles on Andersen E-Series casement, awning, double-hung, picture, geometric shaped windows and transom windows, patio doors (inswing, outswing, gliding) and sidelights in its standard colors is warranted not to crack, check, peel, flake, blister or lose adhesion for a period of twenty (20) years from the date of purchase from the retailer/dealer when exposed to normal atmospheric conditions. The paint film is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta E\* in accordance with ASTM D-2244-02e1 and chalking in excess of a number eight (8) rating based on ASTM D 4214-98 for a period of ten (10) years from the date of purchase from the retailer/dealer when exposed to normal atmospheric conditions. See below for Coastal Seashore warranty coverage details.

The exterior painted aluminum surface (silicone polyester enamel with Kynar® fluorocarbon coating system conforming to AAMA 2605-05 ("2605 Coating System")) on components including frame, sash, panel, window sills and grilles on Andersen E-Series casement, awning, double-hung, picture, geometric shaped windows and transom windows, patio doors (inswing, outswing, gliding) and sidelights in standard colors is warranted not to crack, check, peel, flake, blister or lose adhesion for a period of twenty (20) years from the date of purchase from the retailer/dealer when exposed to normal atmospheric conditions. The paint film is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta E in accordance with ASTM D-2244-02e1 and chalking in excess of a number eight (8) rating based on ASTM D 4214-98 for twenty (20) years from the date of purchase from the retailer/dealer when exposed to normal atmospheric conditions. See below for Coastal Seashore warranty coverage details.

In the event a failure occurs within the limited warranty period, Andersen, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) — labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Exclusions: Accessories and hardware, including insect screen frames, patio door sills, hinges, handle trim sets and lock components, exterior trim profiles, exterior aluminum coil stock, anodized finishes and patio door insert panels. Products subjected to the detrimental effects of air pollutants, chemical or caustic washes, or the accumulation of concentrated salt deposits are not covered by the terms of this limited warranty. Any scratches, chips or surface damage that would expose the aluminum cladding surface must be repaired immediately, and such repair is required to maintain limited warranty coverage.

Paint performance may vary based on orientation, altitude, installation in heavy salt spray environments, and other atmospheric conditions. Regular maintenance of the product is required to maintain the appearance of the finish on clad units, including hardware, and is required to maintain limited warranty coverage.

\* Technical measurement of fade

# Limited Warranty on Exterior Painted Aluminum Surfaces – 2604 & 2605 Coating Systems for Coastal Seashore

The paint film (silicone polyester enamel conforming to AAMA 2604-05 and Kynar® fluorocarbon coating system conforming to AAMA 2605-05) on Andersen E-Series aluminum cladding in standard colors is warranted not to crack, check, peel, flake, blister or lose adhesion from the date of manufacture for product exposed to high salt concentrations as follows:

— Products installed between two (2) miles and 1,001 feet from the coastal seashore are warranted for ten (10) years from the date of purchase from the retailer/dealer. In the event a failure covered under this limited warranty occurs, Andersen, at its option, will: (1) refinish

the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) — labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

— Products installed between 1,000 feet and the seashore are warranted for ten (10) years from the date of purchase from the retailer/dealer, prorated after five (5) years. In the event a failure covered under this limited warranty occurs in years one (1) through five (5), Andersen, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) – labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period. In the event a failure occurs in years six (6) to ten (10), Andersen, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product) at 50% discount of Andersen's cost; or (2) repair the product at 50% discount of Andersen's labor costs or provide replacement part(s) or product(s) at 50% discount of Andersen's cost – labor is not included; or (3) refund the original purchase price at 50% of the original purchase price. Such replacement parts or repairs are warranted for the remainder of the limited warranty period.

The paint film is warranted against chalking in excess of a number eight (8) rating based on ASTM D 4214-98 and against color change of more than 5 delta E\* units in accordance with ASTM D-2244-02e1 for ten (10) years from the date of purchase from the retailer/dealer. In the event a failure covered under this limited warranty occurs, Andersen, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) — labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the limited warranty period.

Exclusions: Products subjected to the detrimental effects of air pollutants, chemical or caustic washes, or the accumulation of concentrated salt deposits are not covered by the terms of this limited warranty. Any scratches, chips or surface damage that would expose the aluminum cladding surface must be repaired immediately and such repair is required to maintain limited warranty coverage.

For limited warranty coverage coastal seashore (areas of high salt concentration), such as those within two (2) miles of the coastal environments, homeowners must implement a systematic fresh water-cleaning program which consists of cleaning with mild soap and water at least every three (3) months or more often when necessary to prevent the accumulation of concentrated salt deposits. Periodic waxing with an automotive-type wax may prolong the finish life. Failure to take these measures will void this limited warranty.

The atmospheric and environmental conditions within two (2) miles of the coastal seashore can be extremely corrosive. Even with a systematic cleaning program, products installed in these conditions will typically deteriorate more than product installed in normal atmospheric/environmental conditions. Some corrosion and/or deterioration are considered "normal wear and tear" and normal weathering in this atmospheric/environmental condition and are not covered under this limited warranty.

\* Technical measurement of fade

## **Limited Warranty on Exterior Anodized Aluminum Surfaces**

The anodized finish on Andersen E-Series aluminum cladding in its standard 50 colors is warranted not to crack, craze, flake or blister for five (5) years from the date of purchase from the retailer/dealer when exposed to normal atmospheric conditions. The anodized finish is also warranted against chalking in excess of a number eight (8) rating as determined by the procedure outlined in ASTM D-4214-98 specification tests and against color change of more than 5 delta-E\* units as determined by ASTM method D-2244-02e1 for five (5) years from the date of manufacture.

In the event a failure occurs within the limited warranty period, Andersen, at its option, will: (1) refinish the product (the finish will be performed with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); or (2) repair the product or provide replacement part(s) or product(s) – labor is not included; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

\* Technical measurement of fade

## **No Other Warranties or Representations**

THIS LIMITED WARRANTY IS LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

#### **Applicable Law**

This Limited Warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia). This Limited Warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

## What Is NOT Covered by This Limited Warranty

In addition to any other limitations or exclusions in this Limited Warranty, Andersen shall have no obligation for product failure, damage or costs due to or related to the following:

- Product modifications or application of glass shading devices, glass tinting, or insulated coverings, installation of security systems or improper painting or staining.
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non Andersen E-Series hardware (e.g. locksets, trim sets, hinges, panic hardware, closers, or other non Andersen E-Series components or accessories, etc.).
- Failure to properly install Andersen E-Series hardware and/or exterior trim.
- Adjustments or corrections due to improper installation.
- Improper installation or use, including use of a non-commercial door as a main entrance
  or exit door for a building other than a single-family residential unit or re-installing an
  Andersen E-Series window or door after it has been removed from a building and re-sold
  and/or re-installed in a different building.
- Installing a storm door over or with a patio door.
- Exposure to conditions beyond published performance specifications.
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship.
- Condensation.
- Improper maintenance, such as use of brick wash, razor blades, sealants, sanding or improper washing.
- Glazing of the product by any party other than Andersen.
- Failure to properly seal and maintain the exposed wood portions of a product. This
  includes, but is not limited to, the exposed wood on all sides of a door panel (e.g., exterior,
  interior, top, bottom and both sides), door frame and wood grilles.
- · Chemicals or airborne pollutants, such as salt or acid rain.
- Delivery by others.
- Accidents.
- · Acts of God.
- · Normal wear and tear.
- Deterioration, movement or casualty in the frame, jamb, wall or building within which the
  product has been installed.

## Additional items excluded from this limited warranty:

- Labor to replace sash or door panels, glass or other components.
- · Labor and other costs related to the removal and disposal of defective product.
- Labor and materials to paint or stain any repaired or replaced product, component, trim
  or other carpentry work that may be required.
- Products not manufactured by Andersen Corporation.
- The performance of the low-maintenance exterior glass coating on products with High-Performance Low-E4® glass. Performance will vary depending on environmental conditions.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Minor warping of wood or clad-wood windows and doors. Andersen may defer actions on any claim for warping for a period of twelve (12) months from the date of the claim in order to permit conditioning and equalization to humidity and temperature conditions.
- Texture, grain and color variations of wood or wood composite components.
- Fading or color changes less than or equal to 5 delta E units in accordance with ASTM D-2244-02e1, even if the fading or color change is not uniform.
- · Adhesion of paint or stain to wood composite components.
- Rattling of grille bars within an air space.
- · Insects passing through the insect screen.
- · Tarnish or corrosion to hardware finishes.
- Stress cracks, thermal shock cracks, and broken glass.
- Delamination of laminated glass.
- Special glazings. Contact us concerning the limited warranty on special glazings.
- · Service trips to provide instruction on product use.

- Products and product components sold by Andersen distributors or dealers, which were not manufactured by Andersen Corporation.
- Special products which are manufactured to meet the specific design, specification or use requirements of a consumer or construction project.
- Electric window operators. Contact us or refer to the specific limited warranty for this
  product.
- Other product series, some products, and accessories have their own limited warranties and are not covered by this limited warranty. Visit www.andersenwindows.com/warranty for more information.
- · Service trips to provide instruction on product use.

## **Transfer of Warranty**

This Limited Warranty and all claims and rights hereunder shall transfer to any new property owner upon the sale or other legal transfer of ownership of the property within which the warranted product has been installed during the limited warranty period.

### **Warranty Claim Procedure**

To make a claim under this Limited Warranty, contact the Andersen retailer/dealer who sold you your Andersen® product. Or, you may contact us at:

Andersen Windows, Inc./Andersen Service Center 100 Fourth Avenue North Bayport, MN 55003-1096

You may also contact us using the Parts & Service section of our website at www.andersenwindows.com or reach us by phone at 1-888-888-7020.

# You can help us serve you faster by providing the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements.
- Glass logo information etched in the inside corner of the glass.
- · Description of product concerns.
- Documentation of the purchase date, if available.
- Your name, address (with zip code) where the product is installed and telephone numbers.

#### **Non-Warranty Repair**

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or which is outside of the applicable limited warranty period. When warranty coverage is unclear, Andersen may charge an inspection fee for any on-site product inspection. If the inspector determines the Andersen® product has a defect covered by this Limited Warranty, the inspection fee will be waived.

For specific warranty information outside the United States, please contact your local distributor or write to:

Andersen Windows, Inc./International Division 100 Fourth Avenue North Bayport, MN 55003-1096 USA

## **DISPUTE RESOLUTION PROCESS**

#### General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Andersen related to your Andersen® products, you and Andersen agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to your Andersen product ("Dispute(s)"). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

## **Notice Required**

To assert a Dispute, you must first provide Andersen with written notice. A Notice of Dispute form is available for your use in the Customer Care section of Andersen's website at www.andersenwindows.com/noticeofdispute

#### Andersen Response

Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

### No Class Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

#### **Opt-Out Procedure**

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Andersen's website at www.andersenwindows.com/optout. Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

#### Applicable Law and Severability

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

#### Questions

If you have guestions about the Dispute Resolution Process, please call 844-332-7972.

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