



DENCO® WINDOW & DOOR LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire DenCo Limited Warranty and Limitation of Liability (“Limited Warranty”) before purchasing or installing this product. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale. This Limited Warranty applies only to Windows and Doors purchased through DenCo. DenCo makes the following exclusive express Limited Warranties for DenCo products installed within the United States and Canada, subject to the stated conditions and limitations.

Arbitration and Class Action Waiver (“Arbitration Agreement”) YOU and DenCo and its subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR DENCO PRODUCTS (INCLUDES DENCO GOODS AND DENCO SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. In addition, if Your DenCo Products were purchased directly or indirectly from a DenCo Branded Distributor, You and the DenCo Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your DenCo Products and waive the right to have a court or jury decide Disputes. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR DENCO PRODUCTS.

LIMITED LIFETIME WARRANTIES FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

This Limited Warranty applies only to Windows and Doors purchased through DenCo. DenCo makes the following exclusive express Limited Warranties for DenCo windows and doors installed in owner-occupied single-family homes within the United States and Canada, subject to the stated conditions and limitations.

Non-glass Materials and Workmanship. Nontransferable Limited Lifetime Warranty.

DenCo warrants that all non-glass components of its windows and doors will be free of defects in material or workmanship that significantly impair their proper operation and function for as long as Buyer owns and occupies the home into which the windows and doors provided by DenCo are installed. If DenCo is given notice of a defect in materials or workmanship of a window or door provided by DenCo, DenCo shall, at its sole option:

1) repair or replace the defective part(s) or product(s) (excluding labor costs) or 2) refund the original purchase price. This Limited Lifetime Warranty is provided to the original Buyer and may not be assigned or transferred. Windows and doors provided by DenCo installed in other than owner-occupied single-family homes and glass are excluded from this Limited Lifetime Warranty.

TRANSFERABLE LIMITED 20/10 WARRANTIES FOR PRODUCTS INSTALLED IN OTHER THAN OWNER-OCCUPIED SINGLE-FAMILY HOMES AND LIMITED 20/10 WARRANTY FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

Non-glass Materials and Workmanship. Transferable Ten-Year (10-Year) Limited Warranty.

This transferable Ten-Year (10-Year) Limited Warranty applies to other than owner-occupied single-family homes and automatically replaces the Limited Lifetime Warranty for products installed in owner-occupied single-family homes, upon Buyer’s transfer of ownership of the single-family home or at such time that the Buyer ceases to occupy the home, within ten (10) years of the date of sale by DenCo or its authorized dealer. DenCo warrants that all non-glass components of its windows and doors shall be free of manufacturing defects in material or workmanship that significantly impair their proper operation and function for ten (10) years from the date of sale by DenCo or its authorized dealer. If DenCo is given notice of a defect in materials or workmanship of a window or door occurring within ten (10) years from the date of sale by DenCo or its authorized dealer, DenCo shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (excluding labor costs) or 2) refund the original purchase price. This Ten-Year (10-Year) Limited Warranty may be transferred.

Nonlaminated Glass. Transferable Twenty-Year (20-Year) Limited Warranty. DenCo warrants that nonlaminated glass in Covered DenCo® Products shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for twenty (20) years from the date of sale by DenCo or its authorized dealer. If DenCo is given notice of a glass defect occurring within twenty (20) years of the date of sale by DenCo or its authorized dealer, DenCo shall, at its sole option: 1) repair or replace the defective glass (excluding labor costs) or 2) refund the original purchase price. The Limited Warranty may be transferred.

Laminated Glass. Transferable Ten-Year (10-Year) Limited Warranty. The laminated glass in Covered DenCo Products, including Hurricane-Rated impact-resistant glass, is guaranteed against delamination, premature failure of the glass or a significant permanent obstruction of vision due to failure of the glass seal for a period of ten (10) years following the date of sale by DenCo or its authorized dealer. If DenCo is given notice of a defect in materials or workmanship occurring within ten (10) years or from the date of sale by DenCo or its authorized dealer, DenCo shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (excluding labor costs) or 2) refund the original purchase price.

CONDITIONS APPLICABLE TO ALL SALES OF COVERED DENCO PRODUCTS AND LIMITED WARRANTIES Limitation of Warranty. FAILURE TO COMPLY WITH DENCO INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This Limited Warranty does not extend to the use of Covered DenCo Products under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling or in the product’s design or under conditions not reasonably foreseeable to, or beyond the control of, DenCo. Buyer and User assume all risk of any such use. This Limited Warranty is the exclusive warranty for the Covered DenCo Products.

NEITHER DENCO NOR SELLER MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties shall be two (2) years from the date of sale by DenCo or its authorized dealer. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you, in which event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

Allocation of Risks of DenCo Product Performance. Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. DenCo Corporation is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction or maintenance; failure to install DenCo products in accordance with DenCo and/or manufacturer Installation Instructions; or the use of DenCo products in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of DenCo products, as well as the design and installation of flashing and sealing systems, is the responsibility of Buyer or User, the architect, contractor, installer or other construction professional, and is not the responsibility of DenCo. All risks related to building design and construction, or the maintenance, installation and use of DenCo® products shall be assumed by Buyer and/or User.

IMPORTANT NOTICE: DenCo® products should not be used in barrier wall systems, which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, DenCo makes no warranty of any kind on, and assumes no responsibility for, DenCo windows and doors installed in barrier wall systems. In the states listed above, the installation of DenCo products in EIFS or similar barrier systems must be in accordance with DenCo’s and or the manufacturer’s instructions for that type of construction.

Limitation of Liability. This Limited Warranty sets forth the maximum liability for our products. IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION) SHALL DENCO OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY DENCO PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you. Limitation of Remedy. THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE SOLE LIABILITY OF DENCO AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF DENCO, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF DENCO OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products shall be a reasonably similar current product and may not exactly match the original.

Where DenCo chooses to repair or replace product, the costs covered by this warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable DenCo product Limited Warranty only for the remainder of the original warranty period on the product being replaced.

If DenCo or Seller provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then Buyer and/or User agrees that this limitation of remedy shall not have failed of its essential purpose.

DISCLAIMER — WHAT THIS LIMITED WARRANTY DOES NOT COVER

DenCo is not responsible for or makes no warranty as to:

1) Product failure, loss or damage due to:

- Normal wear and tear.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Mechanical abrasion to finishes.
- Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
- Finishes of non-DenCo products.
- Structural settlement, movement or vibration.
- Products exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
- Acts of God.
- Acid rain or other corrosive elements.
- Accidents, including accidental glass breakage.
- Application of after-market window films to glass surfaces.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Glass breakage, not the fault of DenCo, that results in seal failure.
- Damage to glass as a result of improper use or application.
- Damage caused by high in-home humidity (condensation, frost or mold).
- Accident; misuse; abuse; alterations; improper handling, operation or cleaning.
- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by DenCo Windows.
- Hardware finishes.
- Insects, including grasshoppers.
- Finishing or modifying the structure containing the repaired or replaced product.
- The purchase, damage, repair or replacement of non-DenCo products.
- Products that have not been paid for in full.

2) Minor imperfections in the product:

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.

3) Installation inconsistent with DenCo® Installation Instructions:

- Damage resulting in whole or part from installation inconsistent with DenCo Installation Instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by DenCo or not built in accordance with DenCo's recommendations for mulling and combining windows.

WDMA Hallmark Certification. DenCo products labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification are tested in accordance with applicable WDMA performance standards, which require products be tested for air infiltration, water infiltration and structural performance. The WDMA certification standards measure the performance of a single sample of the product at the time of manufacture. Performance of DenCo products, as measured by the WDMA standards, will change over time depending upon the conditions of use. For details on Hallmark Certification, go to WDMA.com. All Hallmark Certification performance ratings apply to individual products only. DenCo makes no claims as to the overall performance of mulled and/or product combinations. NFRC Standards. DenCo products labeled with the National Fenestration Rating Council (NFRC) Energy Performance label are tested in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. For details on NFRC energy performance ratings, go to NFRC.org.

Within the warranty period, Buyer or User shall notify DenCo immediately, and in no case more than one (1) year, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which DenCo did not receive notice within one (1) year from the time the problem first became known, shall be barred. Limited Warranty Claim Procedure. Claims under these Limited Warranties may be made in writing to DenCo Windows, Customer Service Department, 4301 S. Federal Blvd., #107, Englewood, CO 80110, by calling DenCo at 720-919-3099 or by emailing to Info@EuropeanTiltTurnWindows.com.

Claims to DenCo should include the following information:

1. Claimant's name, address and phone number and the installation address (if different);
2. A description of the product, purchase price, and date and location of purchase, and copies of invoices;
3. A description of the product concerns (photos may be included);
4. A brief summary of attempts made to address the concerns. DenCo may charge a fee for on-site product inspections.

No Statement of Useful Life. This Limited Warranty is not a statement of the useful life of any DenCo products.

Entire Agreement. With the exception of a written statement signed by an authorized DenCo representative, this Limited Warranty and all the terms contained herein constitute the entire agreement between DenCo/Seller and Buyer/User. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, Buyer and User agree that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty. No Amendment Except in Writing. DenCo and Seller offer this product, and Buyer and User accept it, subject to the foregoing Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of DenCo.