



## LIMITED LIFETIME WARRANTY

### THIS WARRANTY COVERS THE FOLLOWING:

Deceuninck North America (DNA) warrants to the Original Lineal Purchaser and to the Original Retail Purchaser that the Covered Products are free from Covered Defects during the Warranty Period or DNA will replace the defective Covered Product with a non-defective product free of charge, or will refund the original purchase price of the Covered Products subject to the terms, conditions, exclusions, limitations, definitions, and remedies as set forth in this warranty document and to the extent permitted by law.

**DECEUNINCK NORTH AMERICA (DNA)** with principle offices at 351 N. Garver Rd. Monroe, OH 45050, is the supplier of the Covered Products which are sold to the Original Lineal Purchaser.

**ORIGINAL LINEAL PURCHASER** is the original buyer of the Covered Products from DNA and is in the business of fabricating and assembling of such Covered Products into Assembled Units for sale to dealers, distributors and or directly to Original Retail Purchasers.

**COVERED PRODUCTS** are the PVC lineal extrusions as originally supplied by DNA for sale to the Original Lineal Purchaser for the purposes of fabrication and assembly into Assembled Units in accordance with the recommendations and written specifications of DNA which are then offered for sale to the Original Retail Purchaser.

**COVERED DEFECT(S)** are defects in the materials and or workmanship of DNA of the Covered Products which result in rotting, cracking, pitting, corroding, peeling or in the delamination of a painted or foil laminated surface as supplied by DNA to the extent that such defect substantially interferes with the Original Retail Purchaser's use and operation of the Assembled Unit.

**ORIGINAL RETAIL PURCHASER** shall mean the individual(s) or the entity that first purchased Assembled Units containing the Covered Products for the purposes of installation into a Structure owned by such individual(s) or entity.

**ASSEMBLED UNITS** are the completed window or door products that are manufactured by the Original Lineal Purchaser from the Covered Products and which are ultimately sold to home owners.

**STRUCTURE** is the house or building owned by the Original Retail Purchaser into which the Assembled Units are installed.

### THE WARRANTY PERIOD:

If the Original Retail Purchaser is a private individual homeowner then the warranty period will commence on the date of installation of the Assembled Unit(s) and shall continue as long as the Original Retail Purchaser is living and continuously owns the Structure into which the Assembled Unit(s) are installed or until the expiration of the Assembled Unit warranty from the Original Lineal Purchaser, whichever occurs first. If the Original Retail Purchaser is not an individual private homeowner and is a corporation, association, cooperative housing arrangement, school, church, government or public entity, etc., then the warranty period shall expire no later than thirty (30) years from the original date of the installation of the Assembled Unit(s) made from the Covered Products.

### THIS WARRANTY DOES NOT COVER THE FOLLOWING:

- Covered Products in Assembled Units that are installed in applications other than normal residential use, or in applications other than as approved or recommended by DNA or not used in accordance with all applicable building, construction and safety regulations, codes and specifications.
- Damages caused by improper installation or failure to install Assembled Units according to both DNA's recommendations and the Original Lineal Purchaser's installation guidelines.
- Fabrication costs of the Covered Products into an Assembled Unit or installation costs of the Assembled Unit into the Structure.
- Defects or damages caused intentionally or unintentionally such as impact from foreign objects, vandalism, improper handling, storage, misuse, abuse or neglect.
- Defects or damages caused by accident such as fire, flood, lightning, hurricane, tornado, windstorm, sandstorm, earthquake, hail or other acts of God.
- Covered Products that are in Assembled Units that are not currently covered by a warranty from the Original Lineal Purchaser.
- Labor or other associated costs incurred in removing Assembled Units containing defective Covered Products or installing replacement products. Any additional costs and expenses, such as shipping, delivery, incidentals and the like are not covered by the warranty and are expressly disclaimed.
- Color change due to normal weathering, including but not limited to, exposure to ultra-violet (sun) light and extremes of weather and atmospheric conditions which may cause any colored, laminated or painted surfaces to fade, darken, soil, stain or chalk.
- Surface or cosmetic changes resulting from chalking, fading, soiling or staining from foreign substances (i.e., dirt, grease, oil, etc.)
- Damages or defects resulting from the any unauthorized modification of Covered Products including, but not limited to repairs or attempted repairs, exposure to any chemicals, vapors, primers, cleaners, paints, pesticides, solvents, or stains to the Covered Products.
- Damages or defects contributable to atmospheric or airborne pollutants, stains, mold or mildew accumulation.
- Warping or distortion attributable to heat build-up or exposure to unusual or excessive heat sources including but not limited to barbeque grills, radiant heating devices, reflections from skylights, roofing materials, pools, blacktop or concrete surfaces, or by the presence of thermal curtains, or storm windows or doors.
- Defects or damages attributable to application of paint, coatings, cleaners, films or laminates that are not approved by DNA.
- Defects or damages attributable to the insulated glass, weather stripping, balances, fasteners, locks, or other such components.
- Defects or damages caused by movement, distortion, shrinkage, or settling of the ground or other changes of the Structure in which the Covered Products are installed.
- Products without properly filed warranty registration information with DNA as provided herein.
- Or any other damages or defects that are not directly attributable to defects in materials or workmanship of DNA.

### HOW TO REGISTER YOUR WARRANTY:

Failure to register the warranty will not void the warranty, but registration of this warranty confirms the date of purchase of the Covered Products and Assembled Unit and assists DNA in processing any warranty claim. This confirmation is of benefit to you and it is required if your original proof of purchase is ever lost. **Warranty information must be mailed to Deceuninck North-America, 351 North Garver Road, Monroe, OH 45050 ATTN: Marketing Dept- Warranty Registration and must be post marked no later than 30 days after the date of the original installation of the Assembled Unit(s).** Include copies of the following:

1. Original Lineal Purchaser's warranty covering the Assembled Units.
2. Purchase Agreement indicating the supplier of the Covered Products.
3. This DNA warranty.
4. Name, address and phone number of the owner
4. Statement of ownership of the building where the Assembled Products have been installed.

### IS THIS WARRANTY TRANSFERABLE?

No. This warranty is not transferable.

### HOW TO SUBMIT A WARRANTY CLAIM:

Claims from the Original Retail Purchaser must be submitted in writing to the Original Lineal Purchaser within the warranty period and within a reasonable period of time after the defect is discovered. It is the responsibility of the Original Lineal Purchaser to honor the warranty on the Assembled Units. DNA shall only honor this warranty through and to the limits of the Original Lineal Purchaser.

Any claim for Covered Defects must be submitted in writing by the Original Lineal Purchaser to DNA. The Original Retail Purchaser must submit claims to the Original Lineal Purchaser promptly after discovery of the claimed defects. The claim must describe the apparent defects and providing proper proof of the installation date of Assembled Units containing Covered Products into a structure that is owned by the Original Retail Purchaser and proper proof that the defect occurred during the Original Lineal Purchaser's warranty period. DNA shall have 90 (ninety) days to inspect the Covered Products and the Assembled Units to determine whether the claim is covered by this warranty. If DNA determines that the claim is valid and covered by this warranty, then DNA shall provide the remedy provided herein. Claims must include the warranty registration number (if available); the date of original purchase and installation and the Original Retail Purchaser, address and phone number. Written claims should be sent to **Deceuninck North-America, L.L.C., 351 North Garver Road, Monroe, OH 45050** The Original Lineal Purchaser will provide notification of any additional information and/or physical evidence that may be required to determine if your claim is warranted and to process your claim.

### WHAT WILL DNA DO IN THE EVENT OF A COVERED DEFECT?

Upon the proper validation of a Covered Defect in a Covered Product, DNA will provide to the Original Lineal Purchaser non-defective replacement products. The warranty for the replacement products will extend only for the time remaining under the original warranty. DNA reserves the right to discontinue availability of any Covered Products at any time and if a replacement product is no longer available, DNA may at its sole discretion either refund to the Original Lineal Purchaser the amount DNA received as payment for the Covered Products from the Original Lineal Purchaser or substitute a replacement product that in its sole determination is of comparable value and quality.

### WHAT OTHER LIMITATIONS OR EXCLUSIONS APPLY?

THIS LIMITED WARRANTY APPLIES ONLY TO THOSE LINEAL EXTRUSIONS MANUFACTURED BY DNA, SUCH AS THE SOLID VINYL, INTERIOR/EXTERIOR VINYL FOIL LAMINATED

EXTRUSIONS, AND/OR WOOD VENEER LINEALS. SUCH MATTERS AS QUALITY OF WINDOW INSTALLATION, QUALITY OF THE ASSEMBLED UNIT, HARDWARE, SCREENS, SCREEN FRAMES AND INSULATED GLASS ARE NOT COVERED AND ARE EXPRESSLY EXCLUDED UNDER THIS WARRANTY, BUT MAY BE COVERED UNDER OTHER WARRANTIES (SUCH AS THE WARRANTIES OF THE ORIGINAL LINEAL PURCHASERS OR FABRICATORS OR THEIR SUPPLIERS).

Due to normal weathering, replacement products may differ in gloss and color from the Covered Products originally installed on the structure. DNA reserves the right to discontinue or change any design or color of any Covered Products at any time and without notice or liability. If for any reason, Covered Products of the type originally installed are no longer available from DNA at the time a warranty claim is made, DNA may substitute another product determined by DNA to be of comparable quality and price.

There are no warranties on the Covered Products other than those set forth in this limited lifetime warranty. DNA shall not be liable for any breach of any other written or oral warranty, whether expressed or implied, such as those warranties, if any, given or offered by any retailer, dealer, contractor, applicator, distributor or the Original Lineal Purchaser.

**IN NO EVENT SHALL DNA BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO THE PURCHASE OF THE ASSEMBLED UNITS, AS IT RELATES TO THE COVERED PRODUCTS, INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED IN THE FABRICATION OF THE COVERED PRODUCTS INTO ASSEMBLED UNITS OR INSTALLATION OF THE ASSEMBLED UNITS INTO A STRUCTURE. PROVISIONS, TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTE THE EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED LIFETIME WARRANTY.**

**THIS WARRANTY SETS FORTH THE ONLY WARRANTY EXTENDED BY DNA TO THE ORIGINAL RETAIL PURCHASER WITH RESPECT TO THE COVERED PRODUCTS. DNA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER DNA NOR ANY REPRESENTATIVE OF DNA EXPRESSES ANY OTHER WARRANTIES WITH RESPECT TO COVERED PRODUCTS. BOTH THE ORIGINAL LINEAL PURCHASER AND ORIGINAL RETAIL PURCHASER AGREE THAT THIS WARRANTY AND THESE LIMITATIONS ARE REASONABLE AND THAT THESE LIMITATIONS ENABLE DNA OR THE ORIGINAL LINEAL PURCHASER TO PROVIDE AN ASSEMBLED UNIT TO THE ORIGINAL RETAIL PURCHASER AT A COST THAT IS LOWER THAN WOULD BE REQUIRED IF DNA PROVIDED GREATER WARRANTY COVERAGE.**

This limited lifetime warranty gives the Original Lineal Purchaser and the Original Retail Purchaser specific legal rights. They may also have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, and some states do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusions may not apply if the state where the lineals or sold does not allow such limitations or exclusions.

**deceuninck®**

351 North Garver Road, Monroe, OH 45050  
United States of America  
ATTN: Warranty Services.