

HIGH PERFORMANCE IMPACT WINDOW LIMITED WARRANTY

NON-TRANSFERABLE



Associated Materials Incorporated, the Manufacturer of AMI High Performance Impact Windows, makes available to the Original Purchaser the Limited Warranty, warranting AMI High Performance Impact Windows for the period specified, as long as the Original Purchaser shall own and live in the property at the stated property address, from date of window or patio door installation, under normal use and service, against specified defects in material and workmanship of AMI High Performance Impact Windows, occurring as a direct result of the manufacturing process, and subject to the terms and conditions of this Limited Warranty.

Lifetime Limited Warranty – Vinyl Sash Frame and Vinyl Main Frame

For as long as the Original Purchaser shall own and live in the property, the rigidized vinyl in the window/patio door sash frames and in the window/patio door main frame of the basic window unit will be warranted against cracking, warping, peeling, flaking, blistering or corroding.

Limited Warranty – Moving Parts of the Basic Window Unit

The moving parts of the basic window unit, consisting of, but not limited to, the balance to raise and lower the window sash or the brass wheels to slide the sash, and locking mechanism to secure the window or patio door sash, are all warranted for 5 years from the date of delivery as long as the Original Purchaser shall own and live in the property.

Limited Warranty – Fiber Glass Screening and Screen Frame

The fiber glass screening material used in the window/patio door screen and the material for manufacture of the screen frames are warranted against manufacturing defects resulting in rotting or rusting, for 3 years from the date of delivery as long as the Original Purchaser shall own and live in the property. Should such a manufacturing defect occur, the Manufacturer agrees to furnish new screen material or new screen frame material to the Original Purchaser, transportation charges payable by the Original Purchaser.

Limited Warranty – Insulating Glass Unit

The hermetically sealed insulated glass unit of the AMI Vinyl Window/Patio Door System is warranted for 15 years from the date of delivery as long as the Original Purchaser shall own and live in the property from date of window installation against development of material obstruction of vision occurring from manufacturing defects, resulting from film formation or dust collection between the interior glass surfaces, caused by failure of the hermetic seal, under conditions of normal use and service. In the event of glass unit failure after 15 years, the Original Purchaser agrees to pay a percentage of the current price for a replacement unit based on the schedule below.

- 0 – 15 Years: Insulated Glass Unit is covered by warranty
- 16 – 30 Years: Customer responsible for 50% of current units sell price
- 30+ Years: Customer is responsible for 75% of current units sell price

The basis for computing the cost of material for repair or replacement shall be current market prices.

Limited Warranty – Laminated Glass

The laminated glass is warranted for 5 years from the date of manufacture as long as the Original Purchaser shall own or live in the property. This laminated glass is warranted for 5 years, under normal usage, against material edge separation or obstruction of vision as a result of delamination which is caused by defects in materials or workmanship.

Labor Provisions

This Limited Warranty does not include any additional labor costs and the Manufacturer will not be responsible for any costs incurred in the removal or replacement, installation or reinstallation of the window or of any part or component of the window, or of any repaired or replacement part or component furnished by Manufacturer under this Warranty for the window. This warranty does not cover breakage of glass or torn screening from any cause whatsoever.

AMI Vinyl Window Systems Limited Warranty Non-Transferable to Successor Owner
This Limited Warranty for AMI High Performance Impact Windows is non-transferable and is limited to the Original Purchaser for the time frames indicated.

Property Owner Claim Procedure and Other Warranty Provisions

Any claims for defects under this Limited Warranty should be made in writing to AMI, P.O. Box 2010, Akron, Ohio 44309, Attention: Window Warranty Services, promptly after discovery of the claimed defect, describing the defect claimed and referring to this Warranty and date of window installation, together with the name of contractor, and

proof of purchase, proof of property ownership and transfer info as requested. Allow a reasonable time for inspection purposes if determined to be necessary.

Homeowners, who have AMI High Performance Impact Windows installed in their homes and have experienced either high winds, wind-borne debris or a hurricane, should contact their builder or contractor if they have concerns about damage to their windows. It is the homeowner's responsibility to notify their insurance carrier of any potential problems that may exist. Although the windows and doors may appear in good condition, the effects of the high wind and/or wind-borne debris may affect the products ability to provide the same level of protection should another event occur. Review the Homeowner Checklist provided below. Use this list to inspect each window after any high wind or wind-borne debris event occurs.

Homeowner Inspection Process for High Performance Impact Windows affected by a high-wind or hurricane:

1. Conduct a visual inspection of each window. Homeowners should be looking for cracked or broken glass, or damaged vinyl frames or sashes. Homeowners should not attempt to operate any windows or doors that they feel have been damaged as a result of high winds or a hurricane. Contact your insurance company should either of the above be evident.

2. If no damage is evident, continue the inspection by testing to see if the window is operational. **EXERCISE EXTREME CAUTION WHEN TESTING THE FUNCTIONALITY OF EACH WINDOW.**

- a. Ensure the sash is secured in the frame.
- b. Will the sash operate as freely as it did prior to the event?
- c. Will the sliding door operate as freely as it did prior to the event?
- d. Will the slider operate as freely as it did prior to the event?
- e. Picture Windows are fixed and cannot be tested for operation.
- f. Are you able to properly engage the locking system?

If you answer "NO" to any of these questions, contact your insurance company to inspect the damage.

If the windows do not conform to this Warranty and any such manufacturing defect occurs within the time period specified, according to the provisions of this Warranty, then AMI agrees, at its option, to repair or replace the defective part or component of the window free of charge, which shall be shipped to AMI, transportation charges prepaid, or upon prepayment of any applicable prorated amount then due from the Original Purchaser. The Original Purchaser will be responsible for return transportation charges back to the property location.

Replacement parts or components furnished by the Manufacturer under this Warranty will have the standard color available at that time. A color variance may occur between the new replacement part or component in comparison to the original window due to weathering exposure and would not be indicative of defects in the part or component.

AMI reserves the right to discontinue or change any AMI Vinyl Window System as manufactured. If the part or component of the window originally installed is not available and AMI determines to make replacement, AMI shall have the right to substitute a compatible part or component, apportioned when pro rata basis applies over the warranted time period for usage to refund date.

The Manufacturer does not warrant installation or defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering of sash frames and main frame, and screen and screen frame, oxidation, accidents or intentional damage, or fire, flood, tornado, hurricane, windblown objects, hail, lightning, earthquake or other Acts of God, chemical pollutants, chemicals, brick wash, mildew, negligent maintenance, fading, misuse or abuse, building settlement or structural defects, or if subjected to stresses resulting from localized heat sources which cause excessive temperature differentials over the glass surfaces or edges, or any other causes or occurrences beyond the Manufacturer's control. This Warranty does not apply if the windows are painted, varnished or coated with any other substance.

It is not a material or manufacturing defect if the window glass shatters or the screen is damaged when impacted by winds and/or wind-borne debris and the glass remains adhered to the interlayer. It is not a material or manufacturing defect if the frame and/

or screen are damaged by wind-borne debris or flying glass. It is also not a material or manufacturing defect if the window glass, frame or screen is damaged by high winds and/or wind-borne debris in excess of the established parameters in the codes mentioned below.

AMI High Performance Impact Windows and doors are designed to meet or exceed the codes established by legislation for areas that are subjected to high winds and wind-borne debris. When installed according to published instructions, these products have been tested and certified to meet the following recognized standards for areas where high winds and wind-borne debris are a factor.

- American Society for Testing and Materials (ASTM) – E1886 & E1996
- ANSI / AAMA / NWWDA 101/I.S.2-97
- AAMA / WDMA / CSA 101/I.S.2/A440-05
- International Building Code (IBC) & International Residential Code (IRC)
- Texas Department of Insurance (TDI) – TDI 1-98
- Florida Building Code (FBC)

This Warranty does not cover damages caused by natural forces that were in excess of those established in the above mentioned codes.

Normal weathering may cause any surface to oxidize, chalk or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which the Manufacturer has no control, contribute to the severity of these conditions.

Caulking may be necessary on some installations to seal the frames or trim package against water and/or air infiltration. Caulking is considered a maintenance issue and is the responsibility of the homeowner. It is not considered part of the product and is not covered under this warranty.

Condensation on windows may occur as the natural result of humidity within the house or building area and changes in interior / exterior temperatures, and does not indicate a defect in the window. This Warranty does not cover condensation nor frost or freezing from condensation on the windows.

This Warranty is limited to the Manufacturer's furnishing repaired or replacement parts or components of the window, free of charge, within the time period specified, or as applicable, upon payment in advance of any pro rata amount then due from the Original Purchaser, according to the provisions of this Warranty, on the Manufacturer receiving from the Original Purchaser any such claimed defective parts or components of the window, and with return transportation charges for any repaired or replacement window part or component being at Property Owner's responsibility, as provided.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY AMI FOR THE WINDOWS, IN LIEU OF ALL OTHER WARRANTIES, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF AMI AND THE PROPERTY OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. AMI SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE WINDOWS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.

Commercial Applications

If the building in which the AMI High Performance Impact Window is installed is owned by an entity other than an individual resident owner, whether by a corporation, partnership, an unincorporated association, or by a government or public entity, including without limitation, a church, school or apartment complex, then the warranty period shall be a Five (5) Year Limited Warranty from the date of window installation, applicable to all window parts and components, under this Warranty, from the date of window installation, and subject to all other terms and conditions of this Limited Warranty. Labor is not included under this warranty.

AMI Vinyl Window Systems are manufactured and warranted by:
AMI, P.O. Box 2010, Akron, Ohio 44309.

CERTIFICATE AMI – 06