

## PERFORMA 3300 SERIES BY RINGER WINDOWS, INC. LIMITED PRODUCT WARRANTY



**SECTION 1 – WHAT IS COVERED.** Subject to all terms herein, RINGER WINDOWS, INC. (“Ringer Windows”) warrants to the original consumer purchaser (“Owner”) of its products that non-glass components will be manufactured free of defects in material or workmanship that significantly impair the operation and proper functioning of the products for a period of 10 years, as long as Owner owns and resides in the residence. Ringer Windows warrants that the insulated glass units of its products will be free from film or excessive moisture within the sealed unit caused by hermetic seal failure for 20 years from the original product sale date by Ringer Windows (“Product Sale”) as long as the Owner resides in the residence.

At its discretion and subject to the exclusions below, Ringer Windows will provide replacements for or repair any products determined to contain a manufacturing defect free of charge. The obligations under this Warranty are limited, and shall in no event exceed the original purchase price of the products. Ringer Windows will not be responsible for labor costs or charges related to the removal, repair, replacement or access to its products, unless it installed the products. If Ringer Windows installed the products, warranty claims related to installation are subject to the Limited Installation Warranty for Performa 3300 Series windows. Ringer Windows retains the right to satisfy its Warranty obligation by providing a refund of the purchase price of the affected product if repair or replacement is not practical or reasonably available.

**SECTION 2 – WHO IS COVERED.** This Warranty shall continue for 10 years, so long as the Owner owns and occupies the residence into which products are installed. Should the Owner sell the residence within 10 years of the Product Sale, this Warranty shall remain effective for the benefit of the first subsequent owner for one (1) year after the transfer in ownership. In order for the terms of this Warranty to remain effective for first subsequent purchasers, written notice of the transfer and sale must be provided to Ringer Windows’ Customer Service Center within 30 days of the transfer.

For any non-residential use, including but not limited to any commercial, rental housing, governmental, fraternal, or religious purpose; property owned by corporations, partnerships, trusts, schools, cooperative housing arrangements; or any other non-housing purpose, this Warranty shall apply only to the Owner and is non-transferable. The term of this Warranty for any such non-residential use shall be limited to a period of two (2) years from the Product Sale.

This Warranty only covers Ringer Window products installed within 100 miles of Ringer Windows’ headquarters or authorized/licensed dealer. For a list of authorized and licensed dealers visit [www.ringerwindows.com](http://www.ringerwindows.com). This Warranty may not be assigned. Any “Special Purpose” or “One-Time” warranties issued by Ringer Windows shall be exclusively controlled by the terms of those agreements and are not incorporated herein.

**SECTION 3 – WHAT IS NOT COVERED.** This Warranty covers defects in materials or workmanship related to the manufacture of Ringer Windows products. This Warranty does not extend to or cover screens, any condition related to a failure to properly install or maintain Ringer Window products, or damage or defects related to:

- An application, configuration, installation or condition that exceeds the capacity of the product design; any damage resulting from localized application of pressure, water, heat or cold; or building settlement.
- Installation that is not in conformance with Ringer Windows’ recommended installation procedures or applicable good building practices; damage related to defects or limitations in building design, construction, other components, or installation that is not in compliance with applicable building codes.
- Normal wear-and-tear, weathering, corrosion of surfaces and hardware failure due to misuse or abuse; damage caused by failure to provide maintenance; or by alteration or modification to the window or other components impacting the products’ performance.
- Glass breakage, stress cracks, damage due to water spray or insects; or damage caused by power washing or use of harsh chemicals to clean the windows or adjacent construction.
- Alterations and/or modifications, including but not limited to reinstallation, tints and/or films applied by others, caulk and paint finishes applied by others, movement of structures, and installation of security systems or window coverings that impact the products’ performance.
- Any cause beyond Ringer Windows’ control, such as fire, flood, earthquake, or other natural causes; criminal acts; improper storage; or damage caused by other trades.
- Environmental conditions under the control of the purchaser, including condensation (exclusive of any condensation resulting within sealed glass units as a result of seal failure).
- Inadequate installation or maintenance of sealants, caulks, trim, or flashings that surround or impact the performance of the products.
- Any product not manufactured by Ringer Windows. Those manufacturer’s warranties are passed through to the Owner.

**SECTION 4 – LIMITS ON LIABILITY, CLAIMS, AND EXCLUSIVE REMEDY.** This Warranty shall operate in lieu of all other remedies, warranties, guaranties or liabilities, express or implied, arising by law or otherwise (expressly including, without limitation, any warranty with respect to fitness or merchantability, which are hereby disclaimed) resulting from the sale, installation, or use of Ringer Windows’ products. Ringer Windows shall not be liable for any incidental or consequential damages, regardless of the nature of the claim and whether or not occasioned by Ringer Windows’ negligence. Some States do not allow the exclusion or limitation of implied warranties, incidental or consequential damages, so the above

**limitations may not apply to you. Where disclaimer of implied warranties is prohibited by federal law, any implied warranty is limited to the duration of this express warranty. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State. This Warranty sets forth the maximum liability for Ringer Windows in relation to its products. This Warranty is the sole obligation of Ringer Windows and operates as the exclusive remedy with respect to product claims. In no event shall the liability of Ringer Windows exceed the purchase price of the affected product.**

Appropriate installation, upkeep and usage are required to ensure all systems integrated into a Ringer Window product function properly: (1) Owner shall have no claim against Ringer Windows for any alleged failure of a lock, latch, or screen to prevent entry or prevent falls. (2) Owner shall have no claim against Ringer Windows for any alleged failure to integrate alarm or life safety systems to ensure proper functioning. (3) Owner shall have no claim against Ringer Windows for any injury or property damage alleged to have been caused or contributed to by allergens or biological growth attributable to product performance. Any personal injuries or property damage resulting from use, non-use, or improper usage of the products, including claims relating to alarms, life-safety devices, mold, mildew, allergens, hardware, screens, privacy latches or sashes are expressly excluded. Screens are not fall prevention devices.

This Warranty contains all terms, conditions, agreements, exclusions, and obligation arising under the terms of Ringer Windows' Warranty. This Warranty shall not be extended, altered or varied except by a written instrument signed by an authorized management representative of Ringer Windows. Any repair or replacement provided by Ringer Windows' shall not create a new warranty nor extend the original term of this Warranty.

**SECTION 5 – HOW TO FILE A CLAIM.** In order to file a claim under this Warranty, Owner shall promptly notify Ringer Windows of any claim believed to arise under the terms of this Warranty. Ringer Windows shall have no duty to perform for any claim of which it has not been notified; any claim submitted one (1) year or more after the basis of the claim is discovered (or reasonably should have been discovered); or any claim submitted beyond the term of the applicable warranty period.

Claims under this Warranty shall be submitted to Ringer Windows by calling customer service at (877) 989-7070 or (512) 989-7000 or in writing to Customer Service Department at 205 Mustang Cove, Taylor, TX 76574. Regardless of contact medium, the claim must include: (a) Name and address of claimant and who to contact regarding the claim; (b) Address of the property involved; (c) Description of the product and claim (including photos, if available); (d) a summary of any prior attempts to address the claim; and (e) dates of ownership of the property involved.

In response to any claim Ringer Windows will investigate and take appropriate action pursuant to the terms and conditions of this Warranty. Ringer Window may charge a \$75.00 fee for any inspection required or requested by an Owner that does not result in a claim covered under this Warranty. Replacement parts may not be an aesthetic match to the original.

**SECTION 6 – IMPORTANT NOTES.** The thermal performance of many windows and doors is enhanced by insertion of gases into the inner space of the insulated glass unit. Given the nature of these gases and the technology utilized to manage them, Ringer Windows does not warrant specific fill or retention levels for individual products and some performance variation may occur.

Version 2.0 10/15/13