

Ringer Windows, Inc.
Performa 3300 Limited Installation 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 installation services that the workmanship of Ringer Windows will substantially conform to generally accepted installation practices. Ringer Windows reserves the right to employ installation methods and practices that it believes, in its sole discretion, to be equal to or improve upon generally accepted installation practice, or might be otherwise reasonably necessary to effect the installation covered under the terms of this warranty.

At its discretion and subject to the exclusions below, Ringer Windows’ obligation under the terms of this warranty is limited to repair of workmanship conditions caused by Ringer Windows. The obligations under this warranty are limited, and specifically exclude, subject to the sole discretion of Ringer Windows, cash adjustments or credits. In the event Ringer Windows elects to provide service under this warranty, any such additional work shall not constitute a novation or otherwise create/extend additional warranties.

SECTION 2 – WHO IS COVERED

This warranty shall continue for a period of five (5) years from the date installation was substantially completed. Unless otherwise agreed to by Ringer Windows or modified by purchase of inspections options, if any, this warranty shall operate only for the benefit of the Owner and may not be transferred or otherwise assigned.

SECTION 3 – WHAT IS NOT COVERED

This warranty only covers workmanship performed by Ringer Windows. This warranty does not include, and shall not cover any condition attributable to the failure to maintain, care for, or otherwise address the maintenance of Ringer Windows installation or the products installed.

All exclusions and limitations within the Ringer Windows Limited Lifetime Product Warranty are incorporated herein as if set forth in full, and shall operate as exclusions and limitations to this agreement. In addition, this warranty does not extend to or cover damage or defects related to:

- Work for which full payment, in satisfaction of all project obligations, has not been cleared with Ringer Windows. Any payment in arrears from Owner or other responsible party will exclude coverage under this warranty.
- Any condition of the Owner’s structure, not attributable to work/services performed by Ringer Windows, that adversely impacts the form, function, or operation of the installation and/or the window products; including but not limited to failure of architect, developer, or other trades to account for incidental moisture within wall systems.
- Normal wear and tear, weathering and/or corrosion of surfaces/hardware.
- 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 work performed by other trades on or near the work of Ringer Windows.
- Minor damage or aesthetic abnormality caused during installation including, but not limited to, paint chipping, drywall or plaster damage, tile or sill cracks or breakage, siding marring, moldings damage, brick cracks or chipping.
- Any cause beyond Ringer Windows’ control, such as fire, flood, earthquake, settling, other natural causes, criminal acts, improper storage, or damage caused by other trades.
- Inadequate installation or maintenance of building systems, including but not limited to sealants, caulks, trim, or flashings, that surround or impact the performance of the product(s) and installation(s).
- Any installation or material not performed/used by Ringer Windows. All warranties applicable to products or component parts utilized by Ringer Windows are passed through to the Owner.
- Any installation method, practice, procedure, or component arising after installation is substantially complete or not generally accepted for installation of window products within the State of Texas.

Products used during the installation of Ringer Windows may or may not have specific manufacturer warranties and those warranties are passed through to Owner. This warranty cannot be construed to endorse, confirm, or otherwise warrant the product(s) used in installation or augment, replace, modify, endorse, or re-warrant any products sold or installed.

SECTION 4 – LIMITS ON LIABILITY, CLAIMS, AND EXCLUSIVE REMEDY

LIMITATION ON LIABILITY: This warranty sets forth the maximum liability for Ringer Windows in relation to its installation services. **IN NO EVENT SHALL RINGER WINDOWS BE LIABLE FOR ANY PERSONAL INJURY, LOST PROFITS, LOSS OF USE, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY RINGER WINDOWS'S NEGLIGENCE. IN NO EVENT SHALL THE LIABILITY OF RINGER WINDOWS EXCEED THE PRICE OF THE SERVICES PROVIDED.** Depending on the jurisdiction in which you live, these limitations and exclusions may not apply to you.

LIMITATION ON REMEDY AND DISCLAIMER OF WARRANTIES:: This warranty sets forth the terms of all applicable warranty claims and operates to the exclusions of any other legal recovery, regardless of theory. **THIS LIMITED LIFETIME WARRANTY IS EXCLUSIVE AND THE SOLELY APPLICABLE WARRANTY FOR RINGER WINDOWS INSTALLATION SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED – INCLUDING ANY WARRANTY WITH RESPECT TO FITNESS, MERCHANTABILITY, OR OTHERWISE ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE OR ADVERTISING – ARE DISCLAIMED AND EXCLUDED.** Where these limitations on warranties are prohibited or otherwise altered by statutory consumer product warranties, this warranty is limited solely to the extent of any such statute or law.

LIMITATION ON CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE: Appropriate upkeep and usage are required to ensure all systems integrated into a Ringer Window product and its installation function properly: **(1) OWNER SHALL HAVE NO CLAIM OUTSIDE THE TERMS OF THIS WARRANTY 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 OUTSIDE THE TERMS OF THIS WARRANTY AGAINST RINGER WINDOWS FOR ANY ALLEGED FAILURE TO INTEGRATE ALARM OR LIFE SAFETY SYSTEMS TO ENSURE PROPER FUNCTIONING. (3) OWNER SHALL HAVE NO CLAIM OUTSIDE THE TERMS OF THIS WARRANTY AGAINST RINGER WINDOWS FOR ANY INJURY OR PROPERTY DAMAGE(S) 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 product(s), 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.**

SECTION 5 – HOW TO FILE A CLAIM

COMPLIANCE WITH THE FOLLOWING IS AN EXPRESS CONDITION OF RINGER WINDOWS' OBLIGATIONS UNDER THIS WARRANTY. FAILURE TO ABIDE BY THE TERMS OF THIS SECTION SHALL VOID ANY RIGHTS AN OWNER MAY HOLD.

In order to file a claim under this Warranty, Owner shall promptly notify Ringer Windows of any claim believed to arise under the these terms. Ringer Windows shall have no duty to perform under the terms of this warranty for any claim(s) of which it has not been notified, any claim(s) submitted two (2) months or more after the basis of the claim is discovered (or reasonably should have been discovered), or any claim(s) 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, located 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) Dates of Installation work performed; (d) Description of the condition and claim (including photos, if available); (e) a summary of any prior attempts to address the claim; and (f) dates of ownership of the property involved.

In response to any claim Ringer Windows will investigate and take appropriate action. Ringer Window may charge a fee for any inspection required or requested by an Owner. Replacement part(s) may not be an aesthetic match to the original. Ringer Windows reserves the right to refund the service price in lieu of replacement or repair if in its discretion Ringer Windows determines repair or replacement is not practical. Where Ringer Windows determines to refund the service price, this warranty does not provide for or otherwise include labor or materials associated with removal, installation, integration, finish, and trim work necessary for any removal and replacement.

Ringer Windows proudly installs Ringer Window Products. Products are supported by (1) the Limited Lifetime Warranty, (2) General Care and Maintenance Guidelines, (3) Specification Sheets and (4) Installation Guidelines. Review each as they contain information relative to and impacting the performance of your Product(s). Ask the builder, distributor or Ringer Windows for copies of any missing documents.