

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 have been manufactured free of defects in material or workmanship that significantly impair the operation and functioning of the products for a period of 10 years, as long as Owner owns and resides in the residence. Ringer Windows also warrants that the insulated glass units in its products will be free from film or excessive moisture within the sealed unit that results in a significant impairment of vision caused by a loss of hermetic seal, 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 sole discretion and subject to the exclusions below, Ringer Windows will provide, at no charge, replacement components or repair any component determined to be covered by this Warranty. The obligations under this Warranty are limited, and in no event shall Ringer Window’s cost of compliance exceed the original purchase price of the product. Ringer Windows will not be responsible for labor costs or charges related to the removal, repair, replacement or access to components or its products pursuant to these terms, unless it installed the products. If Ringer Windows installed the products, warranty claims related to installation are covered by the Limited Installation Warranty for Performa 3300 Series windows. Ringer Windows retains the right to satisfy any of its warranty obligations by providing a refund of the purchase price of the affected product if, in its sole judgment, repair or replacement is not practical or reasonably available.

SECTION 2 – WHO IS COVERED. This Warranty shall continue for 10 years for non-glass components and 20 years for the insulated glass units (as outlined in paragraph 1), 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. Failure to provide this notice shall relieve Ringer Windows of any obligation set out herein.

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, is non-transferable, and 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 an authorized/licensed dealer. For a list of authorized and licensed dealers visit www.ringerwindows.com. This Warranty has no third-party beneficiaries and may not be assigned. Any “Special Purpose” or “One-Time” warranty issued by Ringer Windows shall be exclusively controlled by the terms of a written agreement and is not incorporated herein.

SECTION 3 – WHAT IS NOT COVERED. This Warranty covers, and Ringer Window’s only obligation to respond arises regarding, conditions with the materials or workmanship directly attributable to the original materials and workmanship in the manufacture of Ringer Windows products. This Warranty does not cover and offers no remedy for 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’s design; any damage resulting from localized application of pressure, water, chemicals, heat or cold; or building movement or settlement.
- Installation, including that not in conformance with Ringer Windows’ recommended installation procedures or applicable good building practices or building codes; damage related to defects or limitations in building design, construction, other components
- Normal wear-and-tear, aging, weathering, corrosion, misuse or abuse; damage related to the failure to provide maintenance to the product or surrounding building components; or by product alteration or modification.
- Glass breakage, stress cracks, slight curvature, or damage due to water spray or insects.
- Alterations and/or modifications, including but not limited to reinstallation, tints and/or films applied by others.
- Any cause beyond Ringer Windows’ control, such as, but not limited to, fire, flood, earthquake, hurricane, or other natural causes; criminal acts; improper storage; or damage caused by other trades.
- Environmental conditions under the control of the purchaser, including condensation.
- Any product not manufactured by Ringer Windows. Those manufacturer’s warranties may be passed through to the Owner, if applicable.

SECTION 4 – HOW TO FILE A CLAIM. Owner must promptly notify Ringer Windows of any claim or right to relief believed to arise under the terms of this Warranty. Ringer Windows shall have no obligation whatsoever, and this Warranty will offer no remedy, without prior notice and opportunity to respond; 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 (512) 989-7000 or in writing to Customer Service Department at 205 Mustang Cove, Taylor, TX 76574. 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 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 5 – LIMITS ON LIABILITY, CLAIMS, AND EXCLUSIVE REMEDY. This Warranty is the sole obligation of Ringer Windows and operates as the exclusive remedy with respect to product claims irrespective of legal basis. 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, and in no event shall the liability of Ringer Windows exceed the original 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, or the failure to provide a window opening control device or determine its necessity. (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 and shall constitute the entire agreement between Ringer Windows and Owner regarding the condition of the product. 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 6 – IMPORTANT NOTES. Ringer Windows' products are often designed and tested in accordance with standard procedures established by the American Architectural Manufacturer's Association and National Fenestration Rating Council. These procedures measure the performance of sample products in a laboratory-type setting. To pursue consistency Ringer Windows manufactures its products for sale utilizing the same methods and materials as in fabrication of the product for testing. However, all product components and manufacturing processes involve an inherent range of tolerances, which can result in some variance among individual product performance values. Evaluation of a product outside of a laboratory setting can affect test results and, accordingly, Ringer Windows does not warrant test results; nor does it accept field testing as a basis for submission of a claim under this Warranty unless such testing has been agreed to and observed by Ringer Windows.

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.

Typical residential construction must anticipate water infiltration and wall systems must be designed and constructed to properly manage the potential for such infiltration. Determinations of the suitability of components, including the use and rating of Ringer Windows, for compliance with any applicable code, regulation or building specification, rests with the Owner, architect, or builder. This Warranty provides no remedy and expressly disclaims any obligation on the part of Ringer Windows to respond to claims addressing such determinations.

By its issuance of this Warranty to Owner, Ringer Windows takes no position regarding the useful life of its products, and this Warranty cannot be relied upon as a representation to that effect.

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