

**Customer: Sample**

**Project: Sample**

**Invoice#: Sample**

### **MANUFACTURER WARRANTY**

This warranty is not assignable and is expressly conditioned upon installation of the SELLER'S products in strict compliance with WIN-VENT ARCHITECTURAL WINDOWS printed instructions and/or shop drawings.

All express and implied warranties for this product, including the warranties of merchantability and fitness for a particular purpose are limited in duration for said period **TWO (2) YEARS from date of invoice**, not the substantial completion date, and no warranties, whether express or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If this product does not conform as warranted above, your sole remedy shall be repair or replacement. WIN-VENT ARCHITECTURAL WINDOWS reserves the right, at its sole option, to repair or replace any defective part(s) at the place of installation or to request the purchaser to remove and ship the nonconforming product to WIN-VENT ARCHITECTURAL WINDOWS with freight prepaid by the BUYER. Return freight charges will be paid by WIN-VENT ARCHITECTURAL WINDOWS. All other expenses incurred in reinstallation of the product, including but not limited to, labor expenses, shall be the sole responsibility of the BUYER.

Hardware and window maintenance must be completed once a quarter, logged, and sent to Win-Vent. The log shall contain the date in which the maintenance was performed, the person responsible for the maintenance, and a detailed description of work performed. Maintenance to be performed quarterly includes, but is not limited to, lubricating operating hardware, cleaning and inspection of bulb vinyl, adjustment of hinges, and lock adjustment. Failure to perform and log quarterly maintenance will void the manufacturer's warranty.

All claims under this warranty must be made in writing to WIN-VENT ARCHITECTURAL WINDOWS within 90 days after the purchaser discovers the product is nonconforming and WIN-VENT ARCHITECTURAL WINDOWS shall be given reasonable opportunity to inspect said product.

In no event will WIN-VENT ARCHITECTURAL WINDOWS be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages, arising out of the use of or inability to use such product, even if WIN-VENT ARCHITECTURAL WINDOWS has been advised of the possibility of such damages, or for any claim by any other party.

The purchaser expressly accepts the remedies herein as its exclusive remedies and hereby waives any claim for incidental, special, or consequential damages.

**The warranty becomes effective only after all invoices associated with the above named job have been paid in full.**