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Window and door limited warranty

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REHAU

Window and door limited warranty

On the terms set forth in this Limited Warranty REHAU Construction LLC or REHAU Industries Inc., as applicable, ("REHAU") warrants to the Original Lineal Purchaser that the Warranted Products will be free from Warranted Defects during the Warranty Period.

PLEASE READ THIS LIMITED WARRANTY CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS. THIS LIMITED WARRANTY CONTAINS AN AGREEMENT TO ARBITRATE THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY OR ANY COURT PROCEEDINGS OR CLASS (OR SIMILAR) ACTIONS OF ANY KIND

Claims Procedure: All claims under this warranty must be submitted by the Original Lineal Purchaser in writing promptly following discovery and must further submit proof of date of purchase. REHAU upon receipt of the above, within a reasonable time frame, will inspect the Warranted Products.

"Warranted Defects" are defects in material or workmanship of REHAU resulting in material chipping, peeling, rotting, blistering, or corroding of any Warranted Product. Warranted Defects does not include defects and damages due to: (a) fabrication of Warranted Products, (b) installation, fitting, dismantling or altering of Warranted Products,(c) window glass, weatherstripping, window hardware not sold by REHAU, balances or any component not of REHAU manufacture, (d) faulty building design or construction, (e) ordinary wear and tear, (f) any failure of Original Lineal Purchaser, Original Property Owner, or any third party to comply with any recommendations of REHAU as to the fabrication, transportation or storage of Warranted Products, (g) fading, chalking or any color change, (h) natural disasters or other acts of God, (i) the application of paint, primer, or stains to the Warranted Product in contradiction of the Technical Instructions of REHAU relating to the painting of profiles, and (j) accidents, vandalism, misuse, abuse, harmful vapors, chemicals, property settlement, structural shrinkage or distortion, excessive temperature, impact of foreign objects, or air pollution.

"Warranted Products" are (i) vinyl extrusions manufactured by REHAU for use in fabricating vinyl windows and doors in accordance with the recommendations and specifications of REHAU, (ii) window and door hardware and handles, and (iii) window storm protection fabric sold as RAUSHIELD™.

"Original Lineal Purchaser" is an individual or company that directly purchases Warranted Products from REHAU.

"Original Property Owner" is the individual (or if more than one, individuals) or company that owns the property in which the Warranted Products are installed.

"Remedy" If REHAU determines that a claim is valid in accordance with the terms of this warranty, REHAU will at its option, either return to the Original Lineal Purchaser the purchase price for said defective Warranted Product, or repair the defective Warranted Product, or replace the defective Warranted Product by shipping replacement products. If the defective Warranted Product is no longer in production or for any reason is no longer available, REHAU will substitute, at its discretion, similar products as a replacement. The Warranty Period for replaced defective Warranted Products will continue to be warranted under the original Warranty Period.

"Warranty Period" shall be the following time periods:

- Vinyl extrusions manufactured by REHAU: twenty (20) years from the date of purchase of these Warranted Products by the Original Lineal Purchaser; except for foiled or painted lineals and lineals other than white,beige or clay in color,the warranty is limited to a period of 5 (five)years.
- Lineals foiled by REHAU are warranted against foil delamination for a period of ten (10) years from the date of purchaseof these Warranted Products by the Original Lineal Purchaser.
- Window hardware sold as REHAU Hardware for a period of ten (10) years and handles for a period of two (2) years from the date of purchase of these Warranted Products by the Original Lineal Purchaser.
- Window storm protection fabric sold as RAUSHIELD™ for a period of five (5) years from the date of purchase of these Warranted Products by the Original Lineal Purchaser.

However, the above set forth Warranty Periods shall end on the date the Original Property Owner(s) fails to own the real property containing the Warranted Products if such transfer of real property occurs before the end of the applicable Warranty Period.

THE WARRANTY GIVEN IN THIS DOCUMENT IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED ON THE PART OF REHAU. REHAU DISCLAIMSANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL REHAUBE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED IN THE FABRICATION OF THE REPLACEMENT PRODUCTS INTO FINISHED WINDOWS OR INSTALLATION OF THE FINISHED WINDOWS INTO THE STRUCTURE. EXCEPT FOR THE EXPRESS LIABILITY SET FORTH ABOVE, REHAU DOES NOT ASSUME ANY FURTHER OBLIGATIONS OR LIABILITY. SOME STATES OR PROVINCES MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, AND SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

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DISPUTE RESOLUTION PROCESS

General
If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against REHAU related to your REHAU products, you and REHAU agree to resolve the claim using the following Dispute Resolution Process. This Dispute Resolution Process will apply to claims of any nature relating to your REHAU product ("Dispute(s)"). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process.

Notice Required
To assert a Dispute, you must first provide REHAU with written notice. Notice shall be directed to REHAU Construction LLC, Attention: Legal, at 1501 Edwards Ferry Rd. NE, Leesburg, VA 20176. The written notice must include your name, your street address, your email address, address where the windows or doors are located and your telephone number. The written notice shall also include the date and location of window or door purchase, the basis of the dispute, all relevant facts and details regarding the dispute and detail of any evidence relevant to the dispute, including, but not limited, to pictures, videos, samples or reports.

REHAU Response
REHAU will have sixty (60) days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, REHAU may make one or more written offers to you to resolve your Dispute**.**

FINAL DISPUTE RESOLUTION PROCESS

Binding Arbitration
If you are not satisfied with REHAU's offer or response to the dispute and the parties cannot resolve the dispute then said dispute shall be settled by binding arbitration in Loudoun County, Virginia, under the rules of American Arbitration Association. The arbitrator's decision will be final and entered into any court of competent jurisdiction. Each party shall assume their own cost for counsel and the cost of the arbitration, and any related costs shall be split by the parties.

Applicable Law and Severability
This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the Commonwealth of Virginia without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Class Action Waiver
YOU UNDERSTAND AND AGREE THAT THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS LIMITED WARRANTY SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR CONNECTED WITH THIS LIMITED WARRANTY TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER REHAU CUSTOMERS, OR OTHER PERSONS; (2) THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM; AND (3) THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY, NOR MAY THE ARBITRATOR CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE FOREGOING, IF A COURT DETERMINES THAT PUBLIC INJUNCTIVE RELIEF MAY NOT BE WAIVED AND ALL APPEALS FROM THE DECISION HAVE BEEN EXHAUSTED, THEN THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL SURVIVE AND ANY CLAIM FOR PUBLIC INJUNCTIVE RELIEF SHALL BE STAYED PENDING ARBITRATION OF THE REMAINING CLAIMS.