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## **Window and door limited warranty**

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# 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.**

**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 sold as REHAU Attivo™, 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 purchase of these Warranted Products by the Original Lineal Purchaser.
- Window hardware sold as REHAU Attivo 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 DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL REHAU BE 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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