WINDSOR
WINDOWS & DOORS

NEXT DIMENSION

Limited Lifetime Warranty

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Next Dimension windows and patio doors installed or to be installed within the United States and Canada will be free from defects in materials and workmanship that significantly impair their operation and proper usage for the lifetime of the home where originally installed, subject to the conditions and limitations within. This lifetime limited warranty applies to the entire window or door, including the glass. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, www.windsorwindows.com.

Windsor would like to thank you for selecting our Next Dimension vinyl products. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so all parties are assured the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

ATTENTION! THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS THAT AFFECT YOUR LEGAL RIGHTS. By purchasing, installing or using this product without opting out as provided below, you agree to arbitrate any dispute you may have with Windsor relating to your Windsor products and to waive your rights to a jury trial and to participate in class-action or class-arbitration proceedings relating to any such disputes. **YOU CAN OPT OUT OF THIS ARBITRATION AGREEMENT AND THESE WAIVERS AS SET FORTH BELOW.**

Next Dimension products carry a **"Lifetime Limited Warranty,"** which provides coverage against workmanship and materials to the original owner-occupant of a single-family residence, for as long as they occupy their single-family residence, subject to the terms, conditions, and exclusions below. If either the residence is sold, or these products are installed in a "non single-family structure," then the duration of all warranties is limited to 10 years from the original date of manufacture.

There are six primary components to Next Dimension products, and the assurances and warranty provisions are specific to each:

1. Next Dimension vinyl material:

Windsor warrants that, from the date of manufacture, vinyl material will not blister, corrode, flake, chip, peel or rot under normal conditions, so as to substantially impair the operation or performance of the Next Dimension products. If any of the vinyl material in our Next Dimension products should blister, corrode, flake, chip, peel or rot under normal conditions, or in the event the vinyl material fails, Windsor will provide a free Next Dimension vinyl replacement product or affected part, AND will pay costs Windsor determines to be reasonable and associated with the installation, disposal, and finishing of the replacement product or affected part, including labor.

2. Non-vinyl parts and components (including, but not limited to, such items as weatherstrip and hardware)

Windsor warrants its Next Dimension products against premature component failure that substantially impairs the operation or performance of these products. In the event of such a failure, Windsor will provide no-charge replacement parts. *NOTE: There is no coverage for any costs associated with the installation, disposal and/or finishing of the replacement part, including labor.*

3. Window Sash Opening Limiting Devices

- Always refer to applicable building codes when considering the purchase, installation and application for use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.
- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to be used as Window Opening Control Devices.
- Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.

4. Insulated glass used in Next Dimension vinyl products

Windsor warrants that under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs:

- **For the first 10 years from the date of manufacture, Windsor will provide replacement insulated glass only, free of charge.**
- **Beginning in year 11 from the date of manufacture, Windsor will provide the original owner-occupant of a single-family residence in which Next Dimension products have been installed, replacement insulated glass at the cost of 50 percent of the list price at the time the claim is submitted.**

In all cases, replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any costs associated with the installation, disposal, and/or refinishing of the replacement part, including labor.*

4a. Laminated and/or impact glass

Windsor warrants against delamination of the inner liner (PVB or SGP) and extensive visual obstruction due to glass seal failure for a period of five years from the date of manufacture. If a failure of the seal or the inner liner occurs, Windsor will provide replacement insulated glass with laminated and/or impact glass only, free of charge. In all cases, replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any costs associated with the installation, disposal, and/or refinishing of the replacement part, including labor.*

5. Factory-applied painted vinyl

For a period of 10 years from the date of manufacture, Windsor will warrant that under normal conditions, the factory-applied paint will be free from failure due to defective paint. Specifically, Windsor warrants against the paint peeling, cracking, flaking or blistering, and against significant ultraviolet discoloration (greater than 6 Delta E) caused by natural environmental atmospheric conditions. Windsor does not warrant against any damage or alteration to the factory-applied paint caused by the use of organic or chemical solvents, or other factors causing such damage including, but not limited to, stucco leach, acidic washes, hard tack tape, and/or blowing sand. If Windsor determines that a factory-applied painted finish has failed, Windsor shall, at its sole discretion, determine the best method for correcting the failure, which usually includes one of the following: 1) refinishing all or a portion of the product; 2) furnishing, at no charge, a replacement component part; 3) refunding the original purchase price of the item in question.

As with all painted surfaces, natural weathering will occur over time. Regular cleaning and/or maintenance is required. In harsher conditions like coastal environments, painted surfaces should be inspected twice a month for indications of salt and sand accumulation, and any signs of corrosion, and may require more frequent cleaning and/or maintenance.

Please visit www.windsorwindows.com and follow Windsor's Care and Use Guide to clean, maintain and touch-up the paint.

CAUTION: MUST READ PRIOR TO PERFORMING PAINT TOUCH-UP OR PAINT REAPPLICATION! If touch-up painting is required, use only the specific paint acquired from Windsor for this purpose. **FAILURE TO USE PAINT ORDERED FROM WINDSOR WILL RESULT IN FORFEITURE OF THE PAINT WARRANTY ON THESE WINDOWS!** Painting professionals should review Windsor's Care and Use Guide at www.windsorwindows.com for touch-up and paint reapplication guidelines and contact Windsor directly to obtain this particular paint.

6. Factory-applied laminated vinyl

For a period of 10 years from the date of manufacture, Windsor will warrant that under normal conditions, the factory applied laminated film will be free from failure due to defective laminate. Specifically, Windsor warrants against the loss of adhesion of the laminate film to the vinyl substrate; cracking, shrinking or blistering of the laminated film; and against significant ultraviolet discoloration (greater than 6 Delta E) of the film caused by natural environmental atmospheric conditions. Windsor does not warrant against any damage or alteration to the factory-applied laminated film caused by the use of organic or chemical solvents, or other factors causing such damage including, but not limited to, stucco leach, acidic washes, hard tack tape, and/or blowing sand. If Windsor determines that a factory-applied laminate finish has failed, Windsor shall, at its sole discretion, determine the best method for correcting the failure, which usually includes one of the following: 1) repairing all or a portion of the product; 2) furnishing, at no charge, a replacement component part; 3) refunding the original purchase price of the item in question.

As with all laminated surfaces, natural weathering will occur over time. Regular cleaning and/or maintenance is required. In harsher conditions like coastal environments, laminated surfaces should be inspected twice a month for indications of salt and sand accumulation, and any signs of corrosion, and may require more frequent cleaning and/or maintenance.

Please visit www.windsorwindows.com and follow Windsor's Care and Use Guide to clean and maintain laminated vinyl.

Windsor is not responsible for wall design and construction, or product selection:

- Windsor is not responsible for, and does not warrant against, any claims or damages resulting from deficiencies in building design, field mulling, construction, and/or maintenance, which are the responsibility of the buyer, owner, architect, contractor, installer, or other construction professionals. The determination of whether such deficiencies exist is left to Windsor's sole discretion.
- Windsor is also not responsible for, and does not warrant against, damages attributable to the specification or use of particular Windsor products in a particular application.
- All risks related to building design, construction, and maintenance, the fitness or suitability of Windsor's products for a particular application, and/or the installation of Windsor's products, shall be assumed by the buyer and or owner in conjunction with the architect, contractor, installer, or other construction professionals.

Windsor is not responsible for use of a Barrier Wall System:

- **WARNING!** Use of Windsor products in barrier systems that lack suitable exterior like siding, masonry, stucco, or EIFS with an engineered drainage system, will void all Windsor warranties written or implied and Windsor Windows & Doors will not be held responsible for any claims or damages resulting from the lack of a suitable exterior. The lack of a suitable exterior as described herein prevents application of proper perimeter sealant of the windows or door frame as required by Windsor's Installation Guidelines. Exterior membranes, liquid applied and otherwise, DO NOT qualify as a suitable exterior.

Windsor is not responsible for products assembled by others.

- Windsor is not responsible for product that incorporates product components supplied by Windsor, but is assembled by someone other than Windsor and assembled anywhere other than a Windsor factory. Under these conditions, warranty coverage will only be provided where a component supplied by Windsor is determined to be defective.
- Windsor will not be liable for claims arising out of or related to the assembled product.
- Whether a window component is defective is left solely to Windsor's discretion.

Window Sash Opening Limiting Devices:

- Windsor is not responsible for determining whether Sash Opening Limiting Devices are required for a particular application, and does not warrant against damages attributable to the determination of whether such devices were required.
- Windsor is not responsible for, and does not warrant against, damages attributable to the disconnecting, removing, or modifying of Window Sash Opening Limiting Devices.
- Windsor is also not responsible for damages attributable to Window Sash Opening Limiting Devices not supplied by Windsor.

Storage and Handling:

IMPORTANT! If vinyl Next Dimension windows and doors are not installed immediately upon delivery, they must be properly stored and protected until installed. If the vinyl product is not stored properly, distortion of the frames can occur affecting operation and performance. Vinyl windows and doors should be installed within 30-60 days of receiving them.

Follow these procedures for proper storage of vinyl windows and doors:

- Remove stretch wrap immediately so the individual units can be exposed to circulated air.
- Do not store units outside or in direct sunlight. Allow sufficient spacing between products for ventilation.
- Never store vinyl units in a closed truck or other enclosure.
- Never stack or lean vinyl units against each other in the sun.
- Always carry vinyl units upright. Do not carry flat! Doing so can result in damage to the unit.
- Always store vinyl units vertically. Do not store windows flat or stack horizontally.
- Vinyl units must be stored in a clean, dry, well-ventilated and enclosed area.
- Vinyl windows with unsupported nailing fins should have their corners blocked and protected to prevent damage to the nailing fin.

Failure to follow these procedures will void this warranty.

The remedies provided in this lifetime limited warranty will be forfeited by the occurrence of any of the following conditions:

- Improper installation of the window or door unit. (Installation Guidelines are factory applied on each unit.)
- Installation of windows and doors in a location where they are in the path of spray from a sprinkler system.
- Installation of Windows within 8 inches of the ground cover. Ground cover must remain more than 8 inches below the windows.
- Where someone other than Windsor assembles Windsor-supplied components into a complete window or door unit, Windsor will only warrant the components it supplied, not the complete window or door unit. **Replacement components: A. Insulated Glass Units** – Where someone replaces a component of Windsor product with a Windsor-supplied insulated glass unit, the insulated glass unit comes with a new 10-year warranty (from the date of manufacture of the replacement insulated glass unit). Laminated or impact glass comes with a new 5-year warranty (from the date of manufacture of the replacement glass unit). **B. All Other Components** – When any other Windsor components are replaced with Windsor-supplied components, the replacement components are warranted for the remainder of the warranty period applicable to the original component.
- Failure to apply neutral cure silicone sealant at the following locations, if required by Windsor's Installation Guidelines: 1.) on the interior side where the nailing fin meets the frame; 2.) on the interior side of head and jamb nailing fins in line with the nailing holes; and 3.) a discontinuous bead on the interior side of the sill nailing fin.
- Failure to maintain proper alignment of doors and operating window sashes. (For additional information, please see the Installation Guidelines attached to the product, or Windsor's Care and Use Guide, which can be found at www.windsorwindows.com/support/warranty-information.)
- Failure to install a seal around the full interior perimeter of the opening, including foam insulation on the sides and top between the window frame and rough opening and on the sill a bead of sealant between the sill flashing and the window frame, as required by Windsor's Installation Guidelines.
- Failure to install flashing at the rough sill of the window/door opening that covers the entire width and depth of the sill plate and six inches up the side jambs as required by Windsor's Installation Guidelines.
- Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish.
- Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish. Failure to properly finish/protect wood components, CPVC components and/or all interior surfaces within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods.
- Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Damage caused by acts of God or some other cause outside Windsor's control, including but not limited to vandalism, fire, flood, earthquake, war, civil unrest and natural causes and/or natural disasters, including earthquakes, floods, hail, ice dams, tornadoes, hurricanes, typhoons or other conditions that exceed the design parameters of Windsor's products.
- Removal of any permanent warning or identification labels from the product or products.
- Installation in a non-vertical or sloped application.

- **Re-installing a window or door that has been uninstalled.** Warranty coverage will be forfeited if the window or door unit was damaged during uninstallation and by the failure to follow all requirements of Windsor's Installation Guidelines when the window or door unit is re-installed.
- Damage from accident, misuse or abuse.
- Modifications of Windsor's products, by someone other than Windsor, that adversely affect their intended performance, including but not limited to, application of non-Windsor vinyl paint, drilling or screwing into the vinyl, or the addition of alarm system components and/or remote window operators.
- Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass or the use of film shades.
- Use of Windsor's products in saunas, spas, swimming pool or hot tub enclosures, showers, greenhouses, or other environments where the Windsor products will be exposed to excessive moisture, or in ships, boats, trailers or campers.
- Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
- Exposure to harmful chemicals.
- Mulling (connecting or attaching) Next Dimension product(s) to those of another manufacturer.
- Failure to follow Windsor's Care and Use recommendations. (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Failure to maintain any factory painted finish. (See Windsor's Care and Use Guide at www.windsorwindows.com for maintenance information.)
- Failure to use paint ordered from Windsor to touch-up or reapply to vinyl windows with factory-applied paint.
- Failure to comply with the claims procedure outlined herein.
- Failure to comply with Windsor's Field Testing Policy when testing Windsor products after they leave Windsor's Factory. (See website: www.windsorwindows.com.)
- Mulling Windsor products in configurations that exceed the units defined in the applicable Windsor Field Mulling instructions. (See website: www.windsorwindows.com.)
- Failure to pay in full for the covered Windsor product.

Exclusions – The following items or conditions are specifically excluded from the remedies provided by this warranty:

1. Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
2. Remedies requested for damage resulting from anything other than a manufacturing or design defect by Windsor, including but not limited to damage resulting from improper handling or delivery by someone other than Windsor, and/or the improper storage of Windsor products prior to installation (see Windsor's Installation Guidelines and Care and Use Guide for additional information on product storage. The Care and Use Guide can be found at www.windsorwindows.com/support/service-information).
3. Remedies requested for any consequential, incidental or punitive damages.
4. Remedies associated with Window Sash Opening Limiting Devices that are not properly maintained to ensure

proper operation. Installation of such devices does not render unnecessary the careful monitoring of children around windows, nor does the installation of such devices mean that Windsor warrants against dangers associated with children and open windows. Such devices must be checked annually to ensure they are operating properly.

5. Remedies requested for leakage where the window or door units in question were mulled by someone other than Windsor.

6. Remedies requested for damage caused by or adjustment required from:

    a. Improper handling, installation, or maintenance and/or delivery by others.
    b. Exposure to conditions beyond performance specifications and/or design limitations.
    c. Water infiltration other than as a result of a manufacturing defect.
    d. Condensation and damage caused by the failure to resolve condensation.
    e. Damage to glass, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals, or airborne pollutants.
    f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
    g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass.
    h. Heat gain, vinyl distortion, or damage of any kind **caused by excessive heat**, including, but not limited to, effects due to the reflective properties of glass and its finishes.
    i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
    j. Stresses to product caused by building defects, movement of the building in which the windows are installed and/or components of that building, including building settlement.
    k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
    l. Normal weathering, wear and tear.

7. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)

8. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.

9. Remedies requested for special glazing.

10. Laminated and/or impact glass will have a warranty limited to five years against delaminating of PVB or SGP inner liner.

11. Windsor does not warrant the percentage of inert gas present in high-performance products. Gas dissipates over time at different rates depending upon use and conditions.

12. Remedies requested for rattling of, or noise caused by, inner grids or blinds between the glass due to, but not limited to, the lack of uniform supported structure of product, in which the operation of the product, or of another product, causes vibration harmonics into the Windsor product and induces inner grids or blinds between the glass to vibrate against the interior of the insulated glass, creating a noise.

13. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.

14. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.

15. Remedies requested for normal wear and tear on the interior or exterior finishes of window or door components that come in contact with each other as part of the normal operation of the window or door.

16. Remedies for dents, scratches, or other damage to painted interior or exteriors which occur after the Windsor products leave Windsor's possession.

17. Remedies requested for damage to exterior finishes that occur after the Windsor products leave Windsor's possession and are caused by forces outside of Windsor's control including, but not limited to: pressure washers, blemishes to the finish caused by something impacting, scratching, rubbing, and/or chipping the finish, exposure to harmful chemicals that damage the finish, and other conditions that could contribute to creating conditions harmful to the finish, including elevation, orientation, altitude, and or excess UV exposure.

18. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.

19. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping, and twisting.

20. Remedies requested for any special or custom product or item that is manufactured according to specification provided by the customer.

21. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.

22. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.

23. Remedies requested for any product installed in structures that:
a) lack a suitable exterior like siding, masonry, stucco, or EIFS with an engineered drainage system. Exterior membranes, liquid applied and otherwise, DO NOT qualify as a suitable exterior; or b) do not allow for proper management/drainage of moisture, including, but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.

24. Remedies requested for products manufactured by others.

Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Windsor products by Windsor. The determination of the applicability of any of the warranties contained herein is left solely to the discretion of Windsor.

- No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.

- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements, or costs of refinishing window or door components or adjacent parts/millwork.

- Windsor shall make the final determination as to whether or not a defect exists.

- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price. If Windsor elects to provide a refund, the amount of the refund will be determined using the purchase price, or list price, of the "product(s) only," whichever is lower. The refund is for Windsor "products only" and does not include additional costs including but not limited to product delivery, removal, installation, refinishing, or disposal costs.

- Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.
- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period.
- Label and Ratings Disclaimer: At the time Windsor products are manufactured, they receive labels that reflect the fact that they meet certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance, and/or sound transmission. Such specifications are reflected on labels attached to the Windsor products which reference the National Fenestration Rating Council (NFRC) and/or the Window and Door Manufacturer's Association (WDMA) Hallmark ratings. The product characteristics that are subject of these ratings can and will change over time due to many factors, including environmental conditions, normal wear and tear, product maintenance (or lack thereof), the manner in which the products are installed, the age of the product, and other factors, all of which are beyond Windsor's control. The ratings on the labels reflect product characteristics that existed at the time of purchase, and are included on the product solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed over the life of the Windsor product. It is also possible that the characteristics reflected on the labels apply only to a single window or door, and not to a mulled configuration.
- This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards including applicable building codes.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist. This does not constitute a waiver of any of the provisions of this warranty.
- This warranty is governed by the laws of the State of Iowa without regard to choice of law principles. If any specific provision of this warranty is prohibited by any applicable law, the remainder of the warranty shall remain in full force and effect.

Warranty Claim Procedure

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

Response by Windsor

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

Dispute Resolution Process

You and Windsor agree that any Dispute arising out of or related to the Windsor products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term "Dispute" shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute, regulation, ordinance or common law) arising out of or related to your Windsor products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Windsor products) and/or the validity or enforceability of this Warranty and/or the Arbitration Agreement.

Notice of Dispute

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, you must provide Windsor with a Notice of Dispute. You can do so either by visiting www.windsorwindows.com/support, which will take you to a form that you need to complete, or by calling Windsor at 1-800-218-6186.

Response by Windsor

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute.

Arbitration Agreement and Jury-Trial and Class-Action Waivers

If you and Windsor are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration. BY PURCHASING, INSTALLING OR USING THIS PRODUCT WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY DISPUTE YOU MAY HAVE WITH WINDSOR RELATING TO YOUR WINDSOR PRODUCTS AND TO WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS-ACTION OR CLASS-ARBITRATION PROCEEDINGS RELATING TO ANY SUCH DISPUTES. The full terms and conditions applicable to this Arbitration Agreement and these waivers are set forth in Windsor's "Arbitration Agreement," which is incorporated herein by reference and is available at www.windsorwindows.com/support or by calling Windsor at 1-800-218-6186.

Arbitration Opt-Out Option

YOU CAN OPT OUT OF THE ABOVE ARBITRATION AGREEMENT AND WAIVERS. To do so, you must notify Windsor within 90 calendar days of the date you purchased or otherwise took ownership or other interest in your Windsor products either by visiting www.windsorwindows.com/support and completing the Opt-Out Form located there, or by calling Windsor at 1-800-218-6186. Opting out of the Arbitration Agreement will not affect the coverage provided by any warranty applicable to your Windsor products.

Failure to Follow Procedures or Processes

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. Opting out, as described above, is the only way to alter, waive or void the Arbitration Agreement and waivers described herein.

Applicable Laws

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Iowa without regard to conflict of law principles. If any term(s) of this Dispute Resolution Process, Arbitration Agreement and/or waivers is/are 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.

Effective on Next Dimension products manufactured after 7/2023.

WINDSOR
WINDOWS & DOORS

CONNECT WITH US

900 South 19th Street, West Des Moines, IA 50265 • 515.223.6660 • 800.218.6186
1400 North Sutherland Avenue, Monroe, NC 28110 • 704.283.7459 • 800.205.5665

www.windsorwindows.com

A WOODGRAIN COMPANY

© 2024 Woodgrain Millwork Inc. Woodgrain Millwork, Windsor, the Windsor Lion logo, Next Dimension and Legend are registered trademarks of Woodgrain Millwork Inc. Windsor Windows & Doors, Pinnacle, Revive and Redstone are trademarks of Woodgrain Millwork Inc.

Windsor Windows & Doors is an ENERGY STAR® partner and an NFRC and WDMA member. Windsor products are certified and labeled according to the guidelines established by the National Fenestration Rating Council (NFRC).

#2370591 8/2024