

Limited Warranty

100 SERIES

**OWNER2OWNER
LIMITED WARRANTY**

Para ver la versión, en español, de esta Garantía limitada y Proceso de resolución de controversias, visite andersenwindows.com

LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

IMPORTANT: Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.andersenwindows.com/optout and complete the opt-out form within one year from the date of purchase of your Andersen® products from a dealer or retailer. The opt-out only applies to the terms of the Dispute Resolution Process.

100 Series Windows & Doors Limited Warranty

Transferable Limited Warranty on Glass

The glass in Andersen® 100 Series factory glazed window and door units (including dual-pane glass, Low-E glass, SmartSun™ glass, HeatLock® glass, PassiveSun® glass, patterned glass (including obscure, fern, reed and cascade designs), Finelight™ grilles, and tempered versions of these glass options) is warranted to be free from defects in manufacturing, materials and workmanship for twenty (20) years from the date of purchase from the retailer/dealer. It is also warranted not to develop, under normal conditions, any material obstruction of vision resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the retailer/dealer. Patterned glass (including obscure, fern, reed and cascade designs) is warranted not to develop, under normal conditions, any material change in appearance resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the retailer/dealer. This limited warranty on glass does not apply to special order glazings, impact-resistant glass or glass that is not factory installed by Andersen.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide the appropriate replacement glass product to the Andersen retailer/dealer you specify — labor is not included; or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Components Other Than Glass

Non-glass portions of Andersen® 100 Series windows and doors (including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, exterior trim, sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for a period of ten (10) years from the date of purchase from the retailer/dealer. This limited warranty does not apply to finishes on bright brass and satin nickel hardware.

In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide replacement parts to the Andersen retailer/dealer you specify — labor is not included; or (2) provide a factory authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Exterior Color Finish

The color finish on the Fibrex® material exterior components (frame, sash, panel, window sills and grilles) on Andersen® 100 Series casement, awning, single-hung, gliding, picture, transom windows, specialty windows and patio doors is warranted not to flake, blister, crack, peel, pit, corrode, or lose adhesion for a period of ten (10) years from the date of purchase from the retailer/dealer.

The color finish on the Fibrex® material exterior components (frame, sash, panel, window sills and grilles) on Andersen 100 Series casement, awning, single-hung, gliding, picture, and transom windows, and patio doors is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta E* (when measured in accordance with ASTM D2244) for a period of ten (10) years from the date of purchase from the retailer/dealer.

What is not covered by this exterior color finish warranty: weatherstripping, accessories and hardware, including insect screen frames, patio door sills, hinges, handles, trim sets and lock components, exterior trim profiles and exterior aluminum coil stock.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Andersen, at its option, will: 1) refinish the product - labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product), 2) repair the product, 3) provide replacement part(s) or product(s) to the Andersen retailer/dealer you specify - labor is not included or 4) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

*Technical measurement of color fade

No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia). This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

What is NOT covered by this Limited Warranty

In addition to any other limitations or exclusions in this Limited Warranty, Andersen shall have no obligation for product failure, damage or costs due to or related to the following:

- Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non Andersen hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- Failure to properly install Andersen hardware.
- Adjustments or corrections due to improper installation.
- Improper installation or use, including use of a non-commercial door as a main entrance or exit door for a building other than a single-family residential unit or re-installing an Andersen window or door after it has been removed from a building and re-sold and/or re-installed in a different building.
- Exposure to conditions beyond published performance specifications.
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship.

- Condensation.
- Improper maintenance, such as use of brickwash, razor blades, sealants, sanding or improper washing.
- Chemicals or airborne pollutants, such as salt or acid rain.
- Delivery by others.
- Accidents.
- Acts of God.
- Normal wear and tear.

Additional items excluded from this Limited Warranty:

- Labor to replace sash or door panels, glass or other components.
- Labor and other costs related to the removal and disposal of defective product.
- Labor and materials to paint or stain any repaired or replaced product, component, trim or other carpentry work that may be required.
- Products not manufactured by Andersen.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Rattling of grille bars within an air space.
- Insects passing through or around the insect screen.
- Tarnish or corrosion to hardware finishes.
- Special glazings. Contact us concerning the limited warranty on special glazings.
- Bright brass and satin nickel finishes on hardware.
- Service trips to provide instruction on product use.
- Other product series, some products, and accessories have their own limited warranties and are not covered by this limited warranty. Visit www.andersenwindows.com/warranty for more information.

How to register your Owner-To-Owner® Limited Warranty

Andersen offers quick, easy warranty registration on our website. Just go to www.andersenwindows.com/warranty and submit your warranty information online. All warranty information is treated confidentially and will not be sold or traded to any person or organization outside of Andersen and the Andersen Dealer Network.



Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the Andersen retailer/dealer who sold you your Andersen® product. Or, you may contact us at:

Andersen Windows, Inc./Andersen Service Center
 100 Fourth Avenue North
 Bayport, MN 55003-1096

You may also contact us using the Parts & Service section of our website at www.andersenwindows.com or reach us by phone at 1-888-888-7020.

You can help us serve you faster by collecting and including the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements.
- Product ID label information.
- Glass logo information etched in the inside corner of the glass.
- Description of product concerns.
- Documentation of the purchase date, if available.
- Your name, address (with zip code) where the product is installed and telephone numbers.

Non-Warranty Repair

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or which is outside of the limited warranty period. When warranty

coverage is unclear, Andersen may charge an inspection fee for any on-site product inspection. If the inspector determines the Andersen® product has a defect covered by this Limited Warranty, the inspection fee will be waived.

For specific warranty information outside the United States, please contact your local distributor or write to:

Andersen Windows, Inc./International Division
 100 Fourth Avenue North
 Bayport, MN 55003-1096 USA

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 Andersen related to your Andersen® products, you and Andersen agree to resolve the claim using the following process (“Dispute Resolution Process”). This Dispute Resolution Process will apply to claims of any nature relating to your Andersen 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 fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

Notice Required

To assert a Dispute, you must first provide Andersen with written notice. A Notice of Dispute form is available for your use on Andersen’s website at www.andersenwindows.com/noticeofdispute.

Andersen Response

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

No Class Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Opt-Out Procedure

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Andersen’s website at www.andersenwindows.com/optout. Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

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 State of Minnesota 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.

Questions

If you have questions about the Dispute Resolution Process or Opt-Out Procedure, contact us at 844-332-7972.