

## OTHER CONDITIONS, LIMITATIONS, DISCLAIMERS, AND EXCLUSIONS

THIS WARRANTY IS THE EXCLUSIVE REMEDY AND SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED.

**DISCLAIMER OF OTHER WARRANTIES:** LINDSAY WINDOWS MAKES NO WARRANTIES EXCEPT AS ARE SET FORTH IN THIS WARRANTY, AND SHALL NOT BE LIABLE FOR A BREACH OF ANY OTHER WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE) ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

**LIMITATION OF REMEDIES:** YOUR EXCLUSIVE REMEDY FOR ANY CLAIM MADE UNDER THIS WARRANTY SHALL BE THE REPLACEMENT OF DEFECTIVE COMPONENT PART(S) OR REFUND OF THE PURCHASE PRICE OF THE DEFECTIVE COMPONENT PART(S). IN NO EVENT SHALL LINDSAY WINDOWS' LIABILITY HEREUNDER EXCEED THE AMOUNT PAID LINDSAY WINDOWS FOR THE PRODUCT. FURTHERMORE, IN NO EVENT SHALL LINDSAY WINDOWS BE LIABLE FOR ANY PERSONAL INJURY; LOST PROFITS; LOSS OF USE; OR PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY LINDSAY WINDOWS' NEGLIGENCE.

Some states do not allow the exclusion or limitation of consequential damages or limitation of the duration of implied warranties. Accordingly, if the Minnesota Choice of Law provision contained herein is held inapplicable for any reason, this limitation or exclusion may not apply to you. This Limited Lifetime Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## WINDOW AND DOOR CARE

- Clean frames with a mixture of mild dish soap and water.
- Check to make sure that drainage "weep" holes are clear of dirt and obstacles.
- Abrasive or caustic cleaners are not recommended as they may cause permanent damage to the vinyl finish.
- Chemicals can cause discoloration of the vinyl. Avoid all fuels, solvents, bleaches and corrosive chemicals.
- To avoid scratches in the glass, never use a razor blade, putty knife or abrasive pad to clean the glass.
- Neat® glass is initially more difficult to clean. You must wait for the sun and UV rays to work for Neat® glass to perform. For the first few months, there may be some variations on the glass when it is wet. Over time this will be more uniform.

## CHOICE OF LAW AND VENUE

THIS WARRANTY WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, IRRESPECTIVE OF THE CHOICE OF LAWS AND PRINCIPLES OF THE STATE OF MINNESOTA, AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE, AND REMEDIES.

ANY AND ALL DISPUTES REGARDING, OR ARISING OUT OF, THIS WARRANTY AND/OR THE PRODUCT SHALL BE RESOLVED IN A STATE OR FEDERAL COURT WITH COMPETENT JURISDICTION LOCATED IN NICOLLET COUNTY, STATE OF MINNESOTA, UNITED STATES OF AMERICA.

## Thank You.

Congratulations on your purchase of Pinnacle Windows/Doors. You have made a wise investment in your home. We have been making windows since 1947 using the best materials and production methods to assure your satisfaction, and this Warranty is one of the best in the industry. If you have any questions or problems with your Pinnacle Windows or doors, please contact your dealer or Lindsay Windows.



by LINDSAY WINDOWS

MADE EXCLUSIVELY BY LINDSAY WINDOWS

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by LINDSAY WINDOWS

# Limited Lifetime Transferable Warranty

WARRANTY STATEMENT

## WARRANTY COVERAGE

**Effective for windows and doors purchased subsequent to August 1, 2014.**

Subject to the conditions and limitations set forth in this Warranty, Lindsay Windows warrants that its Pinnacle Windows/doors will be free from defects in material and workmanship that substantially impair their operation or performance for as long as you own and reside in the home in which the windows/doors are initially installed. This warranty is made solely to the original purchaser(s) of the owner-occupied single family home into which the new windows/doors are initially installed (the "Owner"). The following is a more detailed description of the warranties provided herein:

**Vinyl** The vinyl in our windows is warrantied against chipping, cracking, warping, peeling, pitting or blistering.

**Hardware** Moving parts such as balances, locks, rollers and weatherstrip are covered under the Warranty.

**Screens** All screen materials, including screen frames and screen mesh, are warrantied against defects in material and workmanship that substantially impair their operation or performance. However, screens are designed to keep insects outside of your home, not as barriers to prevent people or items from falling out of the window. Accordingly, damage caused to screens is not covered under this Warranty.

**Insulated Glass Units** The sealed insulated glass unit is warrantied against defects in material and workmanship resulting in material obstruction of vision from film formation caused by dust or moisture in the air space of the insulated glass unit ("Seal Failure"). This is a lifetime non-prorated warranty. Stress cracks are covered for a maximum period of one (1) year after initial installation unless the optional Lifetime Glass Breakage Warranty is purchased. Minimal glass curvature and minor scratches which do not impair structural or normal vision are not covered under this Warranty. Blinds between the glass are limited to a five (5) year warranty and does not cover levelness.

**Commercial or Multi-Family** Installation of Pinnacle Windows/doors in a structure other than an owner-occupied, single family home will limit the application of the above Warranty and its remedy to a maximum period of ten (10) years from the date of initial installation for all parts of the windows/doors except the glass, which is warrantied against Seal Failure for a maximum period of twenty (20) years from the date of initial installation.

## WARRANTY CLAIM

ANY OBLIGATION OF LINDSAY WINDOWS UNDER THIS WARRANTY IS CONTINGENT UPON PROPER NOTICE OF CLAIM BY OWNER AND AN OPPORTUNITY FOR LINDSAY WINDOWS TO PERFORM.

Notice of claim should be provided to the dealer or contractor from whom the homeowner purchased the windows/doors, and must include (1) your contact information, (2) proof of purchase with the invoice number (the invoice number is located on the sticker attached to the sash or frame of the window/door), (3) proof of ownership, and (4) a description of the problem (photographs are helpful, although not required). In the event that notice cannot be given to your dealer/contractor, you may contact Lindsay Windows directly for claim service.

Upon receipt of your claim, Lindsay Windows will acknowledge receipt of your claim, investigate, and take appropriate action. Upon request, you must allow for inspection of the product as-installed. Failure to permit such inspection will automatically nullify and void this Warranty. If Lindsay Windows determines the product does not have a defect covered by the Warranty, Lindsay Windows may charge a fee to you for onsite inspection. If Lindsay Windows determines that the claim is valid, Lindsay Windows will provide replacement component(s) as necessary for correction of any defect in material and workmanship that substantially impairs the product's operation or performance to either the dealer, the contractor, or the homeowner, free of charge. Alternatively, if replacement is not practicable or replacement is not reasonably available, then Lindsay Windows in its discretion may choose to refund the purchase price of the affected component(s). Labor is not included for any warrantied product(s). Warrantied parts will be shipped to nearest dealer to customer or F.O.B. Lindsay Windows.

IN NO EVENT SHALL LINDSAY WINDOWS' LIABILITY HEREUNDER EXCEED THE AMOUNT PAID TO LINDSAY WINDOWS FOR THE PRODUCT. LABOR AND SHIPPING IS NOT INCLUDED.

## LIFETIME GLASS BREAKAGE WARRANTY (OPTIONAL)

For an additional cost, a lifetime glass breakage warranty for Pinnacle Windows/doors is available. This optional coverage must be purchased at the time of original purchase and must be for all Pinnacle Windows/doors installed in the home. Labor and shipping is not included. This optional coverage is not transferable or assignable. It is also not available on blinds, shapes or special/custom ordered glass.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

**THIS WARRANTY IS YOUR EXCLUSIVE REMEDY AND SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED. EXCEPT AS SET FORTH HEREIN, LINDSAY WINDOWS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS PINNACLE WINDOWS/DOORS AND EXCLUDES AND DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, OR OTHERWISE). IN NO EVENT SHALL LINDSAY WINDOWS BE LIABLE FOR ANY PERSONAL INJURY; LOST PROFITS; LOSS OF USE; OR PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY LINDSAY WINDOWS' NEGLIGENCE.**

## LIMITATIONS AND EXCLUSIONS

Lindsay Windows shall have no liability under this Warranty for:

- Normal wear-and-tear, aging, weathering, corrosion or bugs or insects eating screen mesh;

- Normal maintenance, including but not limited to maintaining sealants, caulks, trim, and flashings that surround or impact the performance of the product(s);
- Damage caused by lack of maintenance, misuse, neglect, or abuse;
- Damage caused by improper installation, accident, fire, flood, explosion, misuse, abuse, vandalism or other external forces;
- Improper handling or storage of windows/doors;
- Products for which Lindsay Windows has not received payment or if windows/doors are over or under the maximum or minimum size listed in Lindsay Windows' price catalog;
- Damage caused by harmful chemicals, unapproved coatings or excess air pollution;
- Wood on jamb extensions or head and seatboards if not properly protected against moisture;
- Condensation on glass which is a natural result of humidity and temperature;
- Minimal glass curvature or minor scratches on glass which do not impair structural or normal visions;
- Alterations and/or modifications of the product and/or its component(s), including but not limited to reinstallation, application of tints and/or films, caulk and paint finishes, and installation of security systems or window coverings.

The limited warranties set forth in this document are the only warranties (written or oral, express or implied) applicable to your Pinnacle Windows and doors, and no one is authorized to modify or expand these warranties. All warranty claims must be made during the applicable warranty period.

Painted products applied by Lindsay Windows are limited to a 15-year warranty on exterior paint only and are subject to normal wear and fading. Interior paint is NOT warrantied.

Lindsay Windows reserves the right to discontinue or modify any of its products. We may substitute products which we designate to be of equal or comparable quality in the event the product initially installed has been discontinued or modified.

Caulking/silicone is required in most installations. This is not considered as part of our products and is therefore not included in our warranty.

This warranty is applicable only to the Pinnacle double hung, double slider, slide-n-swing, picture window, 3-lite slider, 3-lite slide-n-swing, single/twin casement, awning, non-operable casement, bay and bow windows and 2030 patio door.

Lindsay Windows shall have no warranty obligations whatsoever with respect to any product which has been altered or modified in any manner from the form in which it was delivered by Lindsay Windows. This Warranty does not cover normal or remedial maintenance repairs or damages or defects caused or contributed to by accident, improper use of the product, any cause external to the product or any occurrence beyond our control. Any product misuse, abuse, placement in any application other than in home use or attempt to alter or repair the product other than by Lindsay Windows or a Lindsay Windows authorized service provider shall void this Warranty.

If any sample or model was shown or provided to you by Lindsay Windows or any dealer, contractor, or sales representative (including photographs within any product catalog(s) or promotional literature), such sample, model or photograph was used merely to illustrate the general type and quality of the product and such use is not to be construed as a warranty that the actual product shipped will conform to such sample, model or photograph.

Notwithstanding anything to the contrary in this Warranty, Lindsay Windows shall not be deemed in default by reason of any failure or delay in the performance of any obligation under this Warranty where such failure or delay arises out of any cause beyond the control and without the fault or negligence of Lindsay Windows. Such causes may include, but are not limited to, strikes; riots; war; storms; floods; unusually severe weather; fires; perils of sea; explosions; acts of God; applicable governmental action or regulation which would hinder or prohibit Lindsay Windows from ordering, procuring or furnishing materials, supplies, equipment, labor or services provided for in this Warranty or from performing any aspect of the obligations hereunder (except that this section shall not absolve you of any obligation to pay for a delivered Product); delay in transportation; inability to obtain necessary labor, materials, supplies, equipment, services or manufacturing facilities; and/or the failure of a subcontractor or supplier to perform where such non-performance arises out of causes beyond the control of, and without the fault or negligence of, Lindsay Windows.

## WARRANTY TRANSFER

If Owner sells the single-family home in which the Pinnacle window(s)/door(s) were initially installed, this Warranty may be transferred to the second purchaser. The transfer will become effective only upon receipt by Lindsay Windows of a \$75.00 transfer fee. This Warranty may not be transferred more than once. Additionally, Warranty transfer is not permitted with respect to Pinnacle Windows/doors installed in structures other than owner-occupied, single family homes, and the Warranty may not be assigned.

You will need to supply Lindsay Windows with the date of initial installation, address, Lindsay order number, signature of original purchaser, name and signature of second purchaser and date of transfer.

**To transfer your Warranty please contact Lindsay Windows directly.**

## CONDENSATION

Condensation or frost on the inside or outside surface of the glass or window does not indicate a defect in the window and is not covered by this warranty. Condensation occurs when warm moist air comes in contact with the colder surface on a window. It is a response to temperature and humidity in the home and is not the fault of the window. Since we use the warmest edge glass spacer, you will have much less (if any) moisture on the inside surface of your glass than a comparable metal spacer.