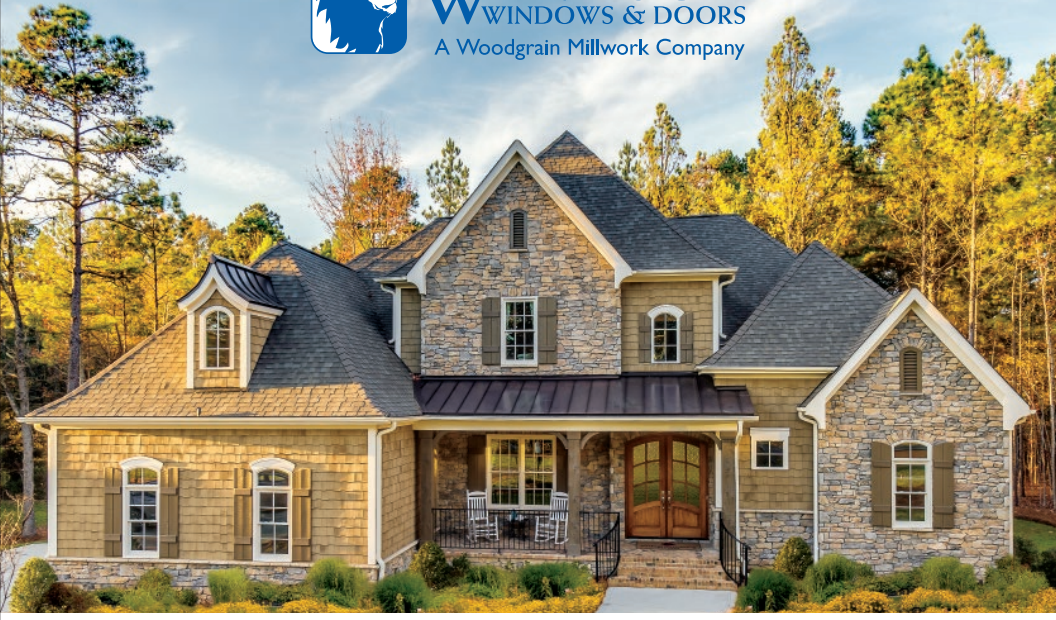




**WINDSOR**  
WINDOWS & DOORS  
A Woodgrain Millwork Company



# LEGEND LIMITED WARRANTY

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Legend windows and patio doors will be free from defects in materials and workmanship that significantly impair their operation and proper usage, subject to conditions and limitations within. This warranty is transferable to subsequent structure owners, up to the time limits of the warranty. 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](http://www.windsorwindows.com).

Windsor would like to thank you for selecting our Legend 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 that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

[www.windsorwindows.com](http://www.windsorwindows.com)

**ATTENTION! THIS DOCUMENT CONTAINS WAIVERS THAT AFFECT YOUR LEGAL RIGHTS.** Please read the entire document carefully, especially the section entitled, "Dispute Resolution Process," because that section contains statements reflecting your agreement to waive your rights to a jury trial and to participate in a class action case related to a dispute you have with Windsor arising out of the Windsor products covered by this warranty. **YOU CAN OPT OUT OF THESE WAIVERS. To do so, please go to [www.windsorwindows.com/support](http://www.windsorwindows.com/support) and locate the Waiver Opt-Out Form. In order to opt out of these provisions, you must fill out the Waiver Opt-Out Form within one year of the date your Windsor products were manufactured, as indicated by the glass code on the product.**

Legend products carry a "**Limited Warranty**," which provides coverage for insulated glass seal failures for 20 years, cellular PVC components for 25 years, factory-applied paint for 10 years and coverage for workmanship and materials for 10 years.

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

**1. Insulated glass used in Legend products: 20 years** –

Windsor warrants that, from the date of manufacture, and 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, Windsor will provide replacement insulated glass only, for 20 years free of charge. Replacement glass will be shipped F.O.B. factory. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**2. Cellular PVC components: 25 years** – Cellular PVC components are warranted to not rot, warp, blister, corrode or flake under normal conditions for 25 years from date of manufacture. If any repair or replacement is necessary, such repair or replacement is warranted for the remainder of the warranty period.

**3. Factory-applied paint: 10 years** – We factory apply a paint to the exterior of all cellular PVC components. Windsor warrants that this paint will not blister, peel or flake under normal conditions for 10 years from the date of manufacture. The paint performance will vary depending on installation in heavy salt spray environments, airborne pollution, elevation, orientations, altitude and other atmospheric conditions. Painted surfaces will weather and fade over time in any environment. Windsor warrants that the factory painted components will maintain their basic color characteristics with minimal fading or chalking due to weathering for five years. See your Windsor distributor for a copy of cleaning and maintenance instructions. See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com). If a paint failure should occur, Windsor reserves the right to determine the best method for corrective action.

**4. All other parts and components: 10 years (including, but not limited to, such items as weatherstrip and hardware)** – Window and door hardware components are usually manufactured by others and purchased by Windsor

for use in our products. Windsor warrants its Legend hardware components 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, for this limited warranty, against defects under normal conditions for 10 years. Usually the current model will be provided; however, since Windsor purchases many of these items from others, Windsor cannot guarantee that the exact model or design of hardware will be available in the future, and usually, the current model will be provided. Any component or product repaired or replaced is warranted for the remainder of the original warranty period. *NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.*

**With Legend HBR, the use of aluminum exterior finishes apply, and with this application the following component applies:**

**5. 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 (W OCD). 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.

## **6. Exterior aluminum surface finish: 10 years on painted finish / five years on anodized finish**

Windsor warrants that aluminum exterior finishes, when exposed to normal atmospheric conditions, will not peel, check, crack, blister, flake or lose adhesion. This warranty is from the date of manufacture for a period of 10 years for aluminum painted surfaces and five years for anodized aluminum surfaces. Please be aware that painted and anodized aluminum surfaces will weather and fade over time in any environment. Aluminum finish weathering and fade will vary depending on exposures to heavy salt spray environments, airborne pollution, elevation, orientation, altitude and other atmospheric conditions. To prolong the life and appearance of the finish coating, it is required that exterior cladding be cleaned, and follow a scheduled maintenance program. See Windsor's website, [www.windsorwindows.com](http://www.windsorwindows.com), for cleaning and maintenance instructions. Also, refer to AAMA 610.1-79. If paint failure should occur, Windsor reserves the right to determine the best method of corrective action.

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

- Improper installation of the window or door unit. (Installation instructions are factory applied on each unit.)
- 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](http://www.windsorwindows.com).)
- Damage caused by acts of God or some other cause outside Windsor's control.

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a paint not specifically formulated for PVC materials will forfeit the product warranty.**

**WARNING: PAINTING of cellular PVC or any PVC surfaces with a color darker than L-56 (on the scale where 0=black and 100=white), even with a paint specifically formulated for PVC, will forfeit the product warranty.**

- Conditions that exceed the design parameters of the windows.
- Improper removal of any permanent warning or identification labels from the product or products.
- Installation in a non-vertical or sloped application.
- Damage from accident, misuse or abuse.
- Alteration, modification or use for a purpose other than that for which it was intended or designed. (Including, but not limited to, paint applied to vinyl and damage resulting from security systems applied or attached to our product.)

- 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 in or around ships, boats, trailers, campers, swimming pools, hot tubs, spas, saunas or greenhouses.
- 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) Legend 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](http://www.windsorwindows.com).)
- Failure to maintain Painted White Interior Finish. (See Windsor's Care and Use Guide at [www.windsorwindows.com](http://www.windsorwindows.com).)
- Failure to comply with the claims procedure outlined herein.

### **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 any consequential, incidental or punitive damages.
3. 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, metal, cellular PVC, 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, 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.
4. 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.)
5. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.
6. Remedies requested for special glazing.
7. Laminated and/or impact glass will have a warranty limited to five years against delaminating of inner liner (PVB) and extensive visual obstruction due to glass seal failure.
8. 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.
9. Remedies requested for inner grid rattle due to 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 grid to vibrate against the insulated glass, creating a noise.
10. Remedies requested for brass, oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
11. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
12. Remedies requested for anodized aluminum exterior finish variances in appearance if color, dielines, pitting and chalking are not warranted.
13. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
14. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping and twisting.
15. Remedies for swing doors over seven feet tall, without factory installed multi-point locking hardware, as these products are not warranted against warping or performance.
16. Remedies for any special or custom product or item that is manufactured according to specification provided by the customer.
17. 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.
18. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
19. Remedies requested for any product installed in structures that 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.
20. Remedies requested for products manufactured by others.

**Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose.**

- 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.
- 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.
- Affixed to Windsor's windows are stickers identifying various AAMA and NFRC ratings. These ratings are not performance warranties because window performance will be impacted by conditions and may change over time. These ratings may also apply to single units only, not mulled configurations.
- 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 makes no warranties whatsoever with respect to accessories or parts not supplied by the manufacturer.
- 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.

## 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 settled pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term Dispute shall include any claims related to the terms of this warranty, including claims related to the enforceability of any of its terms, and including claims alleging breach of this or any other warranty. The term Dispute shall also include claims alleging breach of contract, breach of warranty, tortious conduct on the part of Windsor, including, but not limited to, negligence, violation of state or federal laws, ordinances or regulations, and product liability claims, claims of fraud, misrepresentation and violation of any consumer protection statute or laws.

## Notice of Dispute

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. The first step is for you to provide Windsor with a Notice of Dispute. This can be found by going to [www.windsorwindows.com/support](http://www.windsorwindows.com/support), which will take you to a form that you need to fill out.

## 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.

## Waivers of Jury Trial and No Class Actions

IF YOU AND WINDSOR ARE UNABLE TO RESOLVE YOUR DISPUTE TO YOUR SATISFACTION, YOU CAN THEN SEEK TO FORMALLY RESOLVE YOUR DISPUTE BY RESORTING TO THE COURT SYSTEM. HOWEVER, YOU AGREE THAT YOU CAN ONLY DO SO AS AN INDIVIDUAL AND IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR REPRESENTATIVE IN A CLASS OR OTHER REPRESENTATIVE

ACTION OR PROCEEDING. YOU ALSO AGREE THAT YOU CANNOT HAVE YOUR DISPUTE RESOLVED BY A JURY TRIAL, AND HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL, AND INSTEAD YOU AGREE THAT YOUR CASE WILL BE TRIED BY A JUDGE.

## Waiver Opt-Out Option

As stated above, YOU CAN OPT OUT OF THE ABOVE WAIVERS. To do so, please to go [www.windsorwindows.com/support](http://www.windsorwindows.com/support) and locate the Waiver Opt-Out Form. In order to opt out of these provisions, you must fill out the Waiver Opt-Out Form within one year of the date your Windsor products were manufactured, as indicated by the glass code on the product.

## 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. The only way to alter, waive or void any of these terms is by "Opt Out" as described herein.

## 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.



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