

Choice of Law/Dispute Resolution

To the extent permitted by applicable law, the substantive law and the law of remedies of the State of Minnesota, United States of America shall apply to this Warranty, without reference to its principles of conflicts of law. All disputes regarding 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.

Condensation

Condensation or frost on the inside 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 non-metallic edge glass spacer, you will have much less (if any) moisture on the inside surface of your glass.

Other Conditions

Lindsay Windows makes no express warranties except as are set forth in this warranty and shall not be liable for a breach of any other written or oral warranties. Any implied warranties of merchantability and fitness for a particular purpose are limited since Lindsay Windows does not know where the windows or doors are being installed. Your exclusive remedy to a warranty claim shall be the repair, replacement or refund of the amount paid Lindsay Windows as stated in this warranty. Some states do not allow the exclusion or limitation of consequential damages or limitation of the duration of implied warranties, so this limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Caring for your windows and doors

- 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 because they can cause 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.



Saving America's Energy with Lindsay Windows



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Warrenville, IL 60555
(630)791-9079

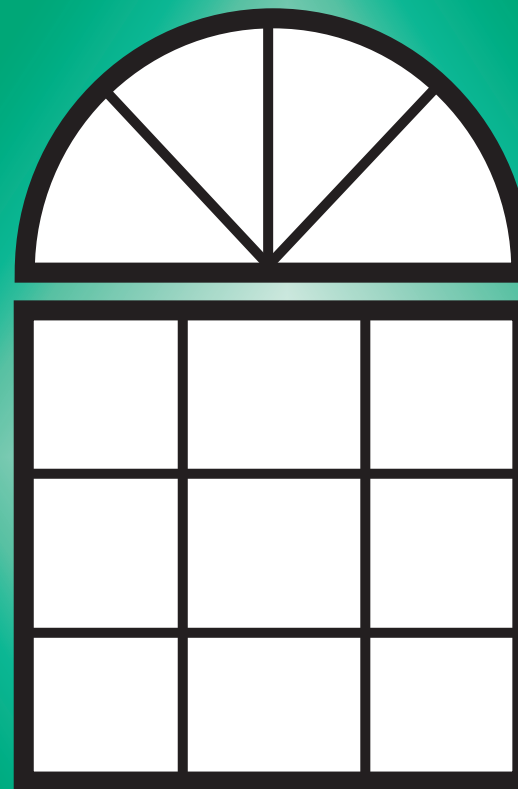
1995 Commerce Lane
North Mankato, MN 56003
(507)625-4278

11 Cedar Court
Union, MO 63084
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www.lindsaywindows.com • www.earthwisewindows.net

EARTHWISE™ WINDOWS BY LINDSAY WINDOWS



WARRANTY



Saving America's Energy with Lindsay Windows



THANK YOU

Congratulations on your purchase of Earthwise windows. You have made a wise investment in your home. Our windows will add to your comfort, improve your energy efficiency and add to your home's value. This warranty is one of the best in the industry. We have been making windows since 1947 using the best materials and production methods to assure your satisfaction. If you have any questions or problems with your Earthwise windows or doors, please contact your dealer/contractor or Lindsay Windows.

Who is covered, what is covered and how long does the warranty last?

Lindsay Windows warrants to you the original purchaser subject to the conditions and limitations set forth in this warranty that these windows/doors will be free from defects in material and workmanship for 20 years. This is a non-prorated warranty.

Vinyl The vinyl is warranted against chipping, cracking, warping, peeling, pitting or blistering.

Hardware Moving parts such as balances, locks, rollers, weatherstrip.

Screens All materials including screen frame and screen mesh. *Screens are designed to keep insects outside, not as barriers to falling out the window. Damage caused to screens is not covered.*

Insulated Glass Units The sealed insulated glass unit is warranted against defects 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 20 year non-prorated warranty. Stress cracks are covered for the first year only after initial installation. Minimal glass curvature and minor scratches which do not impair structural or normal vision and meet glass industry standards are not covered.

Commercial or multi-family The warranty is limited to 10 years for all parts of the windows and doors except the glass which has a 20-year seal failure warranty.


Disclaimer of Warranties and Limitation of Liability

This warranty is your exclusive remedy. Except as set forth herein, we make no representations or warranties regarding the product and we exclude and disclaim, to the extent permitted by applicable law (including the Minnesota Uniform Commercial Code and/or the Uniform Commercial Code of the state in which you reside, and any amendments thereto from time to time), any and all implied warranties with respect to the product, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, satisfactory quality and/or correspondence with description.

In no event shall we be liable to you or any third party for special, indirect, incidental or consequential damages of any kind, whether based on contract, tort or any other legal theory.

Order number (located on sticker in head of window or on side of sash).
Do not remove sticker at any time.

EXAMPLE

54343 -- 1	23.33 W X 16.89 H	Rt:1W	8/9/2010
71X - DH - TS	LS, E3C * PI = TOP Full	GID:2	*2*
711 - DH		4511'45'3'0	
Sch 4511 - 3			

Limitations and Exclusions

Lindsay Windows shall have no liability under this warranty for:

- Normal maintenance including caulk.
- Damage caused by improper installation, accident, fire, flood, explosion, misuse, abuse, vandalism or other external forces.
- Improper handling or storage of windows.
- Products for which Lindsay has not received payment or if windows are over the maximum or under the minimum size listed in our catalog.
- Damage caused by harmful chemicals, unapproved coatings or excess air pollution.
- Wood on jamb extensions or seatboards/headboards if not properly protected against moisture.
- Condensation on glass which is a natural result of humidity and temperature.
- Minor scratches on glass.

The maximum amount available on any warranty claim is the amount Lindsay is paid for the window. LABOR AND SHIPPING ARE NOT INCLUDED FOR ANY WARRANTED ITEM. Consequential damage, loss or injury due to any defect in materials and workmanship is excluded from this warranty.

The limited warranties set forth in this document are the only express warranties (whether written or oral) applicable to your Earthwise windows and doors, and no one is authorized to modify or expand these written 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 and are subject to normal wear and fading.

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 Earthwise double and single hungs, fixed units, casements and sliding patio doors. This warranty only applies to the original homeowner and is nontransferable.

We shall have no warranty obligations whatsoever with respect to any Product which has been modified in any manner from the form in which it was delivered by Us. 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 Us or Our authorized service provider shall void this Warranty.

If any sample or model was shown or provided to You by Us or any dealer 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, We 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 such party. Such causes may include, but are not necessarily 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 Us 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, a party.