



FACTORY WARRANTY

Fenster QuikSash replica wood sashes are warranted to be free from defect, specifically failure due to wood rot and/or glass IGU seal failure for a period of ten (10) years from the original shipment date from our factory. Insulated glass units shall be warranted against seal failure for an additional ten (10) pro-rated years from the original shipment date from our factory at a discounted rate of 10% per year from the current retail rate of the year the claim is filed. Alterations made to any sash, faulty installation practices, and failure to properly finish and maintain all wood surfaces shall void this warranty. This warranty is transferable to any owner of the property where the product was installed during the warranty coverage period.

Warranty Service

Service labor is included for the first year of warranty coverage from the installation date. (ONLY IF INSTALLATION WAS PERFORMED BY FENSTER, OR AN AUTHORIZED SUBSIDIARY) Claims filed for service work after the first year of coverage will be billed to the client at current rate for shipping and labor.

Fenster's liability for any breach of the above warranties shall be limited solely to replacement or repair of product only, at the sole option of Fenster, of any part or parts found to be defective during the warranty period providing the product is properly installed and is being used as originally intended. Installation labor to replace or repair warranted product is not included with this warranty coverage after year (1). You must notify Fenster of any breach of warranty within the above-mentioned warranty period for inspection by a Fenster representative. You are responsible for any shipping costs related to any warranty claim.

Fenster neither assumes nor authorizes any person to assume for it, any other warranty obligation in connection with the sale of products. This warranty shall not apply to any products or parts of products which, (a) have been repaired or altered outside of Fenster's facilities; or (b) have been subject to misuse, negligence or accident; or (c) have been used in a manner contrary to Fenster's instructions.

In the case of products not manufactured by Fenster there is NO warranty from Fenster, however Fenster will extend to you any warranty of a Fenster supplier for such products.

To the extent that products delivered hereunder are manufactured pursuant to detailed design furnished by you, you agree to indemnify Fenster and hold Fenster harmless from all legal expenses which may be incurred, as well as all damage and costs, which may finally be assessed against Fenster in any action for infringement of any copyright, trademark or United States Letters Patent by such products delivered hereunder. Fenster agrees to promptly inform you of any claim for liability made against Fenster with respect to such products, and Fenster agrees to cooperate with you to facilitate the defense against any such claim.

IT IS EXPRESSLY AGREED THAT REPAIR OR REPLACEMENT, AT THE SOLE OPTION OF FENSTER, SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY. UNDER NO CIRCUMSTANCES SHALL FENSTER BE LIABLE FOR ANY COSTS, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCT WHETHER BASED UPON WARRANTY, TORT, CONTRACT NEGLIGENCE OR STRICT LIABILITY. IN NO EVENT WILL LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. THE WARRANTY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY FENSTER AND EXCLUDED FROM HIS WARRANTY.