



Operating Wood Window Limited Lifetime Warranty Information

Effective January 1, 2010

ROBERT BOWDEN, INC. ("RBI") EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS PURCHASED. NO REPRESENTATIVE OF RBI OR ANY OTHER PERSON HAS THE AUTHORITY TO OFFER ANY SUCH IMPLIED WARRANTIES AND ANY REPRESENTATION BY SUCH PERSON TO THE CONTRARY SHALL BE OF NO FORCE OR EFFECT.

Products that are manufactured by RBI may be sold with express warranties that are provided to the customer as part of the sale transaction. In order to be effective, any such express warranty shall be in writing and shall set forth in the writing all of the terms of the warranty. In no event shall a sample or model serve to create any express warranty with respect to a relevant product. In addition, no oral affirmation of fact or promise made by a representative of RBI or any other person shall serve to create any express warranty with respect to a relevant product, whether made before or after the purchaser's receipt of the relevant product. In the absence of a written express warranty with respect to a particular product, no express warranty shall exist.

Products that are manufactured by parties other than RBI may be sold with certain express warranties from the manufacturer and, to the extent permitted by the manufacturer and applicable law, said express warranties shall be assigned to the purchaser by RBI. Please be advised that these express warranties are subject to change by the manufacturer at any time without notice to RBI or to any subsequent purchaser. RBI makes no express warranties whatsoever with respect to any products that are manufactured by parties other than RBI. In no event shall a sample or model serve to create any such express warranty or shall an oral affirmation of fact or promise made by a representative of RBI or any other person serve to create any such express warranty, whether made before or after the purchaser's receipt of the relevant product. Further, RBI makes no representations or warranties whatsoever as to the existence or transferability of any manufacturer's express warranty with respect to a particular product or as to any manufacturer's compliance with the terms of an express warranty that is in fact provided and accepts no liability whatsoever therefore.

RBI reserves the right, in its sole and absolute discretion, to refund the original purchase price of a product that is deemed by RBI, in its sole discretion, to be defective if replacement, or repair is not reasonably possible. RBI further reserves the right to provide replacement parts that may not be an exact match to those of the original. The parties hereto acknowledge and agree that the liability of RBI under this warranty shall be limited to the purchase price of any defective product and in no event shall RBI be liable for any incidental or consequential damages associated with the sale or use of a defective product.

LIMITED LIFETIME WARRANTY - Insulated Glass

RBI extends a non-transferrable limited lifetime warranty to the first end user of insulated glass manufactured by RBI for seal failure causing impaired vision due to moisture, film, or dust between the glass panes. This limited lifetime warranty is subject to the limitations set forth in the "Warranty Limitations" section below. In the event of such a seal failure, RBI will provide replacement glass at no charge for a period of ten (10) years from the date of manufacture by RBI. After said ten (10) year period, RBI will furnish replacement glass at fifty percent (50%) of the current price of the glass, as determined by RBI in its sole discretion as of the date of the warranty claim. Replacement products will be provided F.O.B. RBI, Marietta, Georgia. This limited lifetime warranty does not include shipping fees, service, labor, installation, or painting.

ONE YEAR WARRANTY - Workmanship

RBI warrants that its operating wood window will be free from manufacturing defects in material and workmanship for a period of one (1) year from the date of manufacture by RBI, subject to the Warranty Limitations set forth below.

ONE YEAR WARRANTY - Balance System & Hardware

RBI warrants that its operating wood window balance system & hardware will be free from manufacturing defects in material and workmanship for a period of one (1) year from the date of manufacture by RBI, subject to the Warranty Limitations set forth below. However, the application of paint of any kind to the operating wood balance system or hardware shall void this warranty entirely.

TEN YEAR WARRANTY - Sub-sill & Sill Nosing System

RBI warrants that its operating wood window sub-sill & sill nosing system will be free from rot, deterioration, and insect infestation for a period of ten (10) years from the date of manufacture by RBI, subject to the Warranty Limitations set forth below.

WARRANTY LIMITATIONS: The above: i) Limited Lifetime Warranty – Insulated Glass, ii) One Year Warranty – Workmanship, iii) One Year Warranty - Balance System & Hardware, and iv) Ten Year Warranty - Sub-sill & Sill Nosing System shall not extend to or cover any of the following:

1. Any incidental or consequential damages sustained by a purchaser as a result of a defective product purchased from RBI;
2. Broken glass;
3. Wood rot, degradation of wood parts, or insect infestation (notwithstanding the sub-sill and sill nosing system which are warranted as set forth above);
4. Seal failure that results from water penetration after the deterioration of wood parts;
5. Insulated glass, impact-resistant glass, or laminated glass covered by a separate warranty;
6. Glass failure as a result of heat buildup, or pressure from the installation of aftermarket film, or accessories;
7. Minor imperfections that do not impair the integrity, or performance of the glass;
8. Any product that is altered, abused, or installed improperly by a party other than RBI;
9. Any product that is installed in an Exterior Insulated Finish System (EIFS), or in an environment that does not allow for proper drainage of moisture;
10. Damage due to improper or incomplete finishing of exterior/interior wood or composite surfaces, or failure to provide annual maintenance (sealing, caulk, touch-up and painting, etc.);
11. Damage to surface areas due to power-washing, brick cleaning, sanding, chemicals, salt, or airborne pollutants;
12. Condensation on windows and resultant water damage as a result of excess humidity;
13. Window hardware finishes;
14. Damage due to exposure to conditions beyond published performance specifications;
15. Products not installed in accordance with RBI installation instructions; or
16. Damage due to the expansion and contraction of PVC profiles on which paint with a Light Reflectance Value (LVR) rating darker than L-50 or with a formulation not specifically designed for use on PVC or other plastic/vinyl substrates has been applied.

HOW TO MAKE A WARRANTY CLAIM

Submit claim in writing to the "Service Department" at Robert Bowden, Inc., P.O. Box 4237, Marietta, GA 30061. Please include contact information, a description of the problem and the original invoice number. All warranty claims must be made within thirty (30) days of the product failure. RBI reserves the right to inspect any product that is the subject of a warranty claim.