



Warranty information for residential windows

Full Lifetime Warranty for as Long as You Own and Reside in Your Home

Kensington HPP, Inc. dba Kensington High Performance Products ("Kensington") guarantees to the original consumer purchaser ("original purchaser") of Kensington windows and doors (hereafter referred to as "Kensington products") installed in a single family home or a multi-family home unit ("home") by the builder as new construction or by the Original purchaser as replacements, that Kensington will repair or replace any such Kensington products that are defective in materials or workmanship, and provided further that if repair is not commercially practical or cannot timely be made, then Kensington will, at Kensington's option, replace any defective Kensington products or refund the purchase price.

Screens

Notwithstanding the above, Kensington will replace any Kensington window or door screen frame that is defective in materials or workmanship at no charge to the original purchaser for a period of only one (1) year after start date.

Proper Care and Maintenance

Please see and carefully follow all care and maintenance instructions for Kensington products that may be made available to you. Failure to do so may limit your coverage under this warranty.

Persons Covered

This warranty extends only to the original purchaser of Kensington window products. The warranty starts on the date of purchase of the home as new construction or the installation of Kensington products and doors in the home as replacements ("start date") and remains effective as long as the original purchaser owns and resides in the home. In addition, if the original purchaser sells the home before ten (10) years has elapsed after the start date, Kensington will automatically extend full coverage under this warranty to the new owner(s) of the home and any subsequent owners, until the tenth (10th) anniversary of the start date upon registration by any such successor owner with Kensington by notifying Kensington at the address (see right) within thirty days of such sale and the payment of \$50 administrative transfer fee to Kensington (the original purchaser and any such transferees being referred to below as the "covered owner").

Claims Process

If you believe the Kensington products or any part thereof are defective in a manner covered by this warranty, you must submit a claim in writing (the "claim") to Kensington or the

distributor, home improvement dealer or other business that sold you the Kensington products within ninety (90) days after any defect or other basis for the claim is discovered or should have been discovered. Claims submitted after such deadline shall not be covered by the warranty. Written claims should be directed to the warranty service center, 1136 Industrial Road, Vandergrift, PA 15960. In your written notice of the claim, you must provide a description of the Kensington products, purchase price of the Kensington products, and the date and location of purchase of the Kensington products. In addition, your claim should include a description of the nature of the problem, the date of installation of the Kensington products, and reasonable evidence showing that you are covered by the warranty. Upon receipt of the claim by Kensington, Kensington will review the claim to determine if it is covered by this warranty. Inquiries should be directed to 724-845-5300 (attention: Warranty Administrator). Kensington may require you to supply pictures, ship a representative sample, postage transportation prepaid, or request reasonable access for inspection. If the claim is covered by this warranty, Kensington will replace the defective part(s) or complete window unit(s) with new part(s) or new Kensington products unit(s) at no charge (except as otherwise provided herein) in accordance with the terms of this warranty. All replacement part(s) or complete window or door unit(s) will be shipped from Kensington's manufacturing facility. Postage/transportation charges are the responsibility of the covered owner. Any claims under this warranty are expressly limited, at the option of: (1) the original cost of the Kensington products or (2) the cost of replacing or repairing the defective Kensington products or part of the Kensington products. The costs covered by this warranty do not include any labor or installation costs. The warranty period shall not be extended by the replacement of any Kensington window products but any replacement Kensington window products will continue to be covered during the remainder of the original applicable warranty period. Kensington reserves the right to change, alter or discontinue any of its products at its sole discretion. If any part, component or complete window or door unit is not available at the time of any claim by the covered owner under this warranty, Kensington reserves the right to substitute another product that it determines in its sole discretion is of substantially equal quality or value for the Kensington products involved in the warranty request.

Exclusions from Coverage

This warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, alterations including but not limited to customer-applied finishes, normal wear and tear, broken glass, natural weathering of exterior finishes, acts of nature (e.g. fire, hurricane, etc.), building settling, structural failures of walls or foundations or



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improper installation, storage, or handling or failure to properly care for and maintain the Kensington products. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this warranty. Loss of functionality of hardware (except as provided below for stainless steel hardware) in highly corrosive environments, which includes any home located within two miles of salt water and any home located in the state of Hawaii, is also excluded from coverage. This warranty does not apply to any Kensington products that are installed in a home that has a non-drainable EIFS or DEFS siding product.

All windows are made for vertical installation in residential openings. To be covered by the warranty, the Kensington products must be installed in accordance with Kensington's recommended installation guidelines. This warranty does not cover defects or damage to the Kensington products caused by installation that does not comply with Kensington's recommended installation techniques. Kensington does not warrant that the Kensington products will comply with any statutes, codes, ordinances, or regulations as ultimately used or installed. Compliance with local building codes, safety codes, and fire codes are the responsibility of the original purchaser. Original purchasers are responsible for routine maintenance, service, and cleaning of the Kensington products.

Field applied caulking is generally used at the time of installation to seal the window frames to the surrounding wood, metal, or masonry jambs to prevent air and water penetration around the replacement window or door unit. Field applied caulking is not part of the window manufacturing process and is not covered by this warranty. This warranty does not cover condensation on the Kensington products. Condensation is the natural result of moisture in the house and changes in temperature and humidity and does not indicate a defective window or door.

For Kensington products described as having insulating glass with one or more inert gases (e.g. argon or krypton) ("Inert Gas"), Kensington injects Inert Gas at the time of manufacture. No warranty is made as to the amount or percentage of Inert Gas present in the insulating glass. It is known that Inert Gas within insulating glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of Inert Gas out of the insulating glass. Kensington makes no warranty regarding the rate of dissipation of Inert Gas or the amount of Inert Gas remaining in the window at any time after manufacture.

Limitations on Remedies

The limited warranty printed above is the only warranty applicable to the Kensington products. This warranty is limited to the repairing or replacement of defective part or components and does not cover or include any labor costs. Kensington will not be responsible for any costs incurred in the removal or reinstallation of the window or door or any part or component of the window or door. In no event will Kensington be liable for incidental or consequential damages, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

State Remedies

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.