

Semling-Menke Co., Inc. Limited Warranty

We warrant to the original purchaser of our products that the following components are covered by the following warranties:

INSULATING GLASS-TWENTY (20) YEARS.

Insulating glass shall be free from defects in material and workmanship for twenty (20) years after the date of purchase. If we receive notice of such defects during the first ten (10) years of the warranty period, we will at our expense repair or replace the insulating glass with glass of current design or refund that portion of the original purchase price of the product which is attributable to the insulating glass. If we receive notice of such defects during the second ten (10) years of the warranty period, we will provide a credit in an amount equal to fifty percent (50%) of that portion of the original purchase price of the product which is attributable to the insulating glass but the credit may be applied only against the cost of replacement insulating glass at current list prices. This warranty does not apply to glass which has condensation or frost build-up on the interior surface, to glass which has broken or cracked, to glass which has been improperly handled or installed, to glass which has been installed in high humidity locations, in non-vertical positions, or at altitudes greater than 5,000 feet above sea level (unless breather tubes have been installed).

MILLWORK (WOOD PARTS)-TEN (10) YEARS.

Millwork (wood parts) shall be free from defects in material and workmanship for ten (10) years after the date of purchase. If we receive notice of such defects during the warranty period, we will at our expense repair or replace the millwork with millwork of current design or refund that portion of the original purchase price of the product which is attributable to the millwork. This warranty does not apply to normal variations in grain colors, and texture of wood products, to warpage of 1/4" or less of patio door panels, or to warpage of patio door panels which are ordered without our available patio door hardware. This warranty does not apply to exterior and interior millwork surfaces which have not been properly painted, stained, sealed, or varnished in accordance with applicable product instructions within thirty (30) days after the date of installation.

ALUMINUM CLAD SURFACES-TEN (10) YEARS.

Aluminum clad surfaces shall be free from defects in material and workmanship for ten (10) years after the date of purchase. If we receive notice of such defects during the warranty period, we will at our expense repair or replace the aluminum clad surface with aluminum clad surface of current design or refund that portion of the original purchase price of the product which is attributable to the aluminum clad surface. This warranty does not apply to aluminum clad surfaces which are used within three (3) miles of a seacoast or are otherwise exposed to chemicals or atmospheric pollutants or corrosion. This warranty does not apply to normal wear and discoloration of aluminum clad surface finishes which may occur due to exposure to normal atmospheric conditions.

OPERATING HARDWARE.

Operating hardware shall be free from defects in material and workmanship for the warranty periods indicated below. If we receive notice of such defects during the applicable warranty period, we will at our expense repair or

replace the operating hardware with operating hardware of current design or refund that portion of the original purchase price of the product which is attributable to the operating hardware. The warranty period for operating hardware for double hung windows, glider windows, veranda doors, French swinging doors, French sliding doors, and sliding doors is for one (1) year after the date of purchase of the product. The warranty period for double hung balances and glider tracks is for one (1) year after the date of manufacture of the product. The warranty period for operating hardware for casement and awning windows is for the life of the original structure in which the window is initially installed. This warranty does not apply to operating hardware which is used within three (3) miles of a seacoast or is otherwise exposed to a corrosive atmosphere. This warranty does not apply to normal wear and discoloration of metal finishes or to tarnishing of brass finishes. Defective operating hardware must be returned to us for warranty service.

GENERAL PROVISIONS.

We are not responsible for any costs or expenses of disassembly, removal, reassembly, or reinstallation of any defective, repaired, or replacement products or components or finishing of any reinstallation work. We are not responsible for any products which are not inspected for defects upon arrival at the job site and prior to installation and finishing, which are not installed and finished in accordance with both applicable industry standards and our installation instructions, which do not receive reasonable and necessary maintenance, and which are not used under normal and intended use and service.

THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES GIVEN ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

OUR LIABILITY FOR ANY LEGAL CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY, WHETHER SOLE OR CONCURRENT), OR OTHERWISE SHALL BE LIMITED TO THE REMEDIES DESCRIBED ABOVE WHICH ARE YOUR SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING LOST PROFITS AND OTHER TYPES OF ECONOMIC LOSS), WHETHER DUE TO BREACH OF CONTRACT, TORT, OR OTHERWISE. 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.

No employee, representative, or agent of ours is authorized to alter or modify any provision of this limited warranty or to make any guarantee, warranty, or representation, express or implied, orally or in writing, which is contrary to this limited warranty.

WARRANTY SERVICE.

To obtain services under this warranty, please contact us in writing at P.O. Box 378, Merrill, Wisconsin 54452, by telephone at 1800-933-2206, or by facsimile at 1-715-539-2092. This warranty applies only to products for which the date of sale to the original purchaser is on or after June 1, 1998.

NOTE: This is the unofficial warranty, by sending self-addressed envelope to Semco we will send you a printed official copy.