

This limited warranty extends to the original purchaser of all window and door products manufactured by the Semling-Menke Co., Inc. (d.b.a. Semco Windows and Doors) under the following provisions:

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 option either (1) repair the defect; (2) provide replacement insulating glass of current design to the nearest independent dealer; or (3) refund that portion of the purchase price of the product based on current catalog list price 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 purchase price based on current catalog list prices of the product which is attributable to the insulating glass; but the credit may be applied only against the cost of replacement insulating glass with current Semco product at current list prices.

This warranty does not apply to (1) glass which has condensation or frost build-up on the interior surface or damage related to condensation; (2) to glass which has broken or cracked for any reason; (3) to glass which has been improperly handled or installed; (4) 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); or (5) to minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision including variance in color or reflective distortion. Additionally, this warranty does not apply to the use of Semco windows in nonstructural applications such as motor homes or boats. The application of films or other after market appliances directly to the glass of a Semco window renders the warranty null and void.

The above remedies are the only remedies available, and no other remedies are available under breach of warranty or any other legal theory. Semco is not responsible for incidental or consequential damages and its liability in all instances shall be limited to the above remedies.

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 option, either (1) repair or replace the millwork with millwork of current design; or (2) refund that portion of the purchase price of the product based on current catalog list price which is attributable to the millwork. This warranty does not apply to (1) normal variations in grain colors and texture of wood products; (2) warpage of 1/4" or less of patio door panels; (3) warpage of patio door panels which are ordered without our available multipoint patio door hardware; or (4) exterior and interior millwork surfaces which have not been properly painted, stained, sealed, or varnished in accordance with applicable product instructions as designated by the finish manufacturer within thirty (30) days after the date of purchase. Semco reserves the right to defer for one year any of the above remedies to ensure that the claimed defects are not caused by normal environmental factors.

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 option, either (1) repair; (2) replace the affected aluminum clad components with aluminum clad components of current design; or (3) refund that portion of the purchase price based on current catalog list price of the product which is attributable to the aluminum clad surface. This warranty does not apply to clad finishes when exposed to seacoast/high salt spray environments (corrosion resistant finishes are available as an option) or to wear or discoloration in 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 option, either (1) repair; (2) replace the operating hardware with operating hardware of current design; or (3) refund that portion of the purchase price based on current catalog list 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. Semco makes no warranty for operating hardware. The warranty period for operating hardware for casement and awning windows is provided by and varies by manufacturer. The warranty period for standard (single point or tandem point locking) operating casement and awnings is for ten (10) years from the date of the manufacture of the product. The warranty period for French style casements, egress hinges or any other product is for one (1) year from the date of manufacture. This warranty does not apply to our standard operating hardware which is exposed to corrosion, wear or failure in seacoast/high salt spray environments (corrosion resistant hardware is available as an option). Additionally, the normal wear and discoloration of metal finishes or the tarnishing of brass hardware is not covered. Defective operating hardware must be returned to Semco to receive replacement hardware under this warranty.

GENERAL PROVISIONS

- This limited warranty does not apply to Semco windows which have been installed in structures that do not adequately address the proper management of moisture, including flashing and caulking measures, in accordance with the instruction of the siding material manufacturer for the application involved. 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 regardless of cause. We are not responsible for any products (1) which are not inspected for defects upon arrival at the job site and prior to installation and finishing; (2) which are not installed and finished in accordance with both applicable industry standards and our installation instructions; (3) which do not receive reasonable and necessary maintenance; and (4) which are not used as is normally expected or intended.
- **UNDER NO CIRCUMSTANCES WILL THE REMEDY AS DEFINED IN THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE WINDOWS.**
- **THIS WARRANTY DOES NOT APPLY TO PRODUCT SHIPPED OUTSIDE THE CONTINENTAL UNITED STATES.**
- **IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.**
- As building codes vary on a municipal level, Semco assumes no responsibility as to the determination of product applicability to local building codes. You should consult with a building design professional (architect or engineer) for code adherence requirements and to determine whether Semco products meet code requirements for your specific purpose. Industry test standards are published in the Semco catalog and available on our website.
- **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).**
- 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

It is strongly suggested that all units be inspected upon receipt of delivery and prior to installation!

To file a warranty claim, please contact your Semco dealer to file the proper paperwork or contact us in writing at P.O. Box 378, Merrill, Wisconsin 54452, on the internet at warranty@semcowindows.com, or by facsimile at 1-715-536-9491. Please note that requests for service deemed by Semco to not be coverable under this warranty may result in you being responsible for costs including, but not limited to, travel expense, materials and labor. This warranty applies only to products for which the date of sale to the original purchaser is on or after February 1, 2001.

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