

# SEMCO WINDOWS & DOORS

## 2009 LIMITED WARRANTY

This limited warranty extends to the "original purchaser" of window and door products manufactured by Semling-Menke Co., Inc. (d.b.a. Semco Windows and Doors) for which the date of sale to the original purchaser is on or after June 1, 2009. The term "original purchaser" as used in this warranty means the initial contractor/purchaser and the initial homeowner of the structure into which the product is installed. This warranty is not assignable or transferable. It is the responsibility of the initial contractor/purchaser to ensure that the initial homeowner receives a copy of this warranty. The failure of the initial homeowner to receive a copy of this warranty shall not subject us to any warranty, whether express or implied, or to any remedies in excess of those provided in the warranty.

## INSULATING GLASS - TWENTY (20) YEARS

Insulating glass shall be free from defects in material and workmanship for twenty (20) years after the date of original purchase. If we receive notice of such defects during 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.

This warranty does not cover (1) glass which has condensation or frost build-up on the interior surface or damage related to condensation; (2) glass which has broken or cracked for any reason; (3) glass which has been improperly handled or installed; (4) 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); (5) 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; or (6) scratches caused by cleaning or scraping the glass with sharp or metallic instruments. Additionally, this warranty does not cover product failure or damage due to the use of Semco windows and doors in nonstructural applications such as motor homes or boats. This warranty also does not cover product failure or damage due to the application of films or other after market appliances directly to the glass of a Semco window or door.

## OTHER (NON-GLASS) COMPONENTS - TEN (10) YEARS

Non-Glass Components (other than electronic components) shall be free from defects in material and workmanship for ten (10) years after the date of original purchase. If we receive notice of such defects during the warranty period, we will, at our option, either (1) repair or replace the component with a component of current design; or (2) refund that portion of the purchase price of the product based on the current catalog list price which is attributable to the component. This warranty does not cover (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 recommendations as designated by the finish manufacturer within thirty (30) days after the date of original purchase. This warranty also does not cover standard aluminum clad finishes or standard operating hardware when exposed to seacoast/high salt spray environments (corrosion-resistant clad finishes and operating hardware are available as options) or to wear or discoloration to such components in normal atmospheric conditions. Semco reserves the right to defer for one (1) year any of the above remedies to ensure that the claimed defects are not caused by normal environmental factors.

Semco does not manufacture electronic components such as electric controllers. **Therefore, Semco makes no warranty, whether express or implied, including but not limited to any implied warranties of merchantability and fitness with respect to electronic components.** Semco shall, however, pass on to the original purchasers of such items any warranty provided by the manufacturers of these items to the extent they are transferable.

## ITEMS NOT COVERED BY THIS WARRANTY

In addition to the exclusions mentioned above, this warranty does not cover product failure or damage due to:

- Ordinary wear and tear;
- Condensation;
- Events such as war, terrorism, or vandalism;
- Floods, hurricanes, tornados and other Acts of God;
- Your actions or the actions of third parties, including, without limitation, the installation of security systems;
- Exposure to conditions in excess of the performance criteria for which the products are rated;
- Products which are installed in structures that do not allow for the proper management and/or drainage of moisture, such as Exterior Insulation and Finish Systems (also know as “EIFS” or “Synthetic Stucco”) without an engineered drainage system;
- Products which are installed in a manner that does not address the proper management of moisture, including proper flashing and caulking measures, in accordance with both the recommendations of the siding-material manufacturer and proper industry practices;
- Products which have not been inspected for defects upon arrival at the job site and prior to installation and finishing;
- Products which are not installed and finished in accordance with (1) our installation recommendations, (2) all applicable building codes and regulations, and (3) proper industry practices;
- Products which are installed in structures that are not built in accordance with all applicable building codes, regulations and proper industry practices;
- Products which do not receive reasonable and necessary maintenance throughout the warranty period;
- Products that are not used as is normally expected or intended.

**Please see our installation and maintenance recommendations which can be found at our website – [www.semcowindows.com](http://www.semcowindows.com).**

## LIMITATIONS OF LIABILITY

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.

As building codes vary on a municipal level, we assume 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.

THERE ARE NO EXPRESS WARRANTIES THAT EXTEND BEYOND THIS WARRANTY. No employee, representative, or agent of ours is authorized to alter or modify any provision of this warranty or to make any guarantee, warranty, or representation, express or implied, orally or in writing, which is contrary to this warranty.

The substantive laws of the State of Wisconsin shall govern all rights and obligations under this warranty, including matters of construction, validity and performance.

THIS WARRANTY DOES NOT COVER PRODUCT SHIPPED OUTSIDE THE CONTINENTAL UNITED STATES.

IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE PERIOD OF THE APPLICABLE EXPRESS WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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). UNDER NO CIRCUMSTANCES WILL THE REMEDY AS DEFINED IN THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. 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.

## WARRANTY SERVICE

All units should 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](mailto: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 gives you specific legal rights, and you may also have other rights that vary from state to state.