

Limited Warranty

2 YEAR
Installation Warranty

owner2owner®
LIMITED WARRANTY

CERTIFIED INSTALLATION AND DISPUTE RESOLUTION PROCESS

IMPORTANT: Please carefully read The Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.andersenwindows.com/ciwarranty and complete the opt-out form within ninety (90) days from the date of the original installation of your Andersen® window or door product. The opt-out only applies to the terms of the Dispute Resolution Process.

Certified Installation Limited Warranty

Installation of your Andersen® window or door products by an Andersen certified installer is warranted for a period of two (2) years from the date of original installation. During this period, should your Andersen window or door fail to perform according to our specifications due to improper original installation, we will bring the workmanship up to our professional standards at no cost to you.

This limited warranty on installation only applies to the installation of an Andersen window or door product by an Andersen certified installer and does not extend to any other product, labor or services performed on, adjacent to or around the Andersen products.

No Other Warranties or Representations

The limited warranty set forth in this document is the only warranty applicable to the installation of Andersen windows and doors. No one is authorized to expand or change this Limited Warranty. NO OTHER ANDERSEN WARRANTIES RELATED TO INSTALLATION APPLY.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATION, BUT IN NO CASE WILL EXTEND BEYOND THE TWO-YEAR LIMITED WARRANTY SET FORTH ABOVE. ANDERSEN EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPAIR OF THE INSTALLATION OR THE COST FOR LABOR TO INSTALL THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusion of implied warranties, so the above limitations or exclusions may not apply to you.

Applicable Law

This Limited Warranty is only applicable in the United States. This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

What is NOT covered by this limited warranty: Specific Additional Exclusions In addition to any other limitations or exclusions in this Limited Warranty, Andersen shall have no obligation for product failure, damage or costs due to or related to the following:

- Failure due to product modifications
- Units improperly assembled or mulled by others
- Failure due to the application of non-Andersen hardware
- Improper use or maintenance
- Exposure to conditions beyond published performance specifications
- Failing to properly seal the exposed wood portions of a product
- Chemicals or airborne pollutants, such as salt or acid rain
- Delivery by others
- Accidents
- Outside natural occurrences such as fire, floods, storms, wind, window borne objects, Acts of God or the like
- Normal wear and tear
- Installation of products by an installer other than an Andersen Certified Installer
- Installation of products not manufactured by Andersen
- Andersen 100, 200 and 400 Series and A-Series and E-Series windows and doors, storm doors, Renewal by Andersen® products, Weiland® windows and doors, Silver Line® windows and doors and American Craftsman® windows and doors have their own limited warranties and are not covered by this Limited Warranty

Transfer of Limited Warranty

This Limited Warranty and all of its rights and obligations transfer to and are binding on subsequent owners of the property.

Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the Andersen Certified Installer who installed your Andersen products. Or, you may contact us at:

Andersen Windows, Inc. / Andersen Service Center
100 Fourth Avenue North
Bayport, MN 55003-1096

You may also contact us using the Service section of our web site at www.andersenwindows.com or reach us by phone at 1-888-888-7020.

Andersen will respond to a claim made under this Limited Warranty within a reasonable time. You must cooperate with Andersen by promptly providing any additional information reasonably necessary to resolve the claim, including allowing Andersen to inspect the installation.

Andersen reserves the right to perform all Limited Warranty work or arrange for your original installer or another party to perform the Limited Warranty work.

Non-Warranty Repair

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or which is outside of the two-year limited warranty period.

DISPUTE RESOLUTION PROCESS

General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Andersen related to the installation of your Andersen® products, you and Andersen agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to the installation of your Andersen product ("Dispute(s)"). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

Notice Required

To assert a Dispute, you must first provide Andersen with written notice. For your convenience, a Notice of Dispute form is available in the Help Center section of Andersen's website at www.andersenwindows.com/noticeofdispute.

Andersen Response

Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

No Class Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Opt-Out Procedure.

You may opt out of this Dispute Resolution Process by sending us a written Opt-Out Notice. The Opt-Out Notice is located on Andersen's website at www.andersenwindows.com/ciwarranty.

Whether or not you opt-out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

Applicable Law and Severability.

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.