

## **POZZI WOOD WINDOWS LIMITED WARRANTY**

1. **Warranty.** Bend Millwork Systems, Inc., hereinafter called Company, warrants to the original consumer during the term of this warranty that each new window and door unit manufactured by the Company will be free from defects in workmanship and materials for the periods listed in item 2 below. If the complete window or door unit, or any component part thereof (including, but not limited to, the frame, sash, glazing, weather stripping, hinges, roto gear or lever operator, sash lock or screen) is found to be defective within the stated warranty period, the Company will, at its option, repair or provide a replacement for the defective unit or part, free of charge, and provide a reasonable allowance for the cost of materials (such as paint, glazing and weather stripping) and 50% of a reasonable allowance for labor to install the unit or part. This is an exclusive remedy.

2. **Warranty Periods.**

Wood Parts: Warranted twelve months from the date of purchase against defects. Natural variations in color or texture of the wood are not defects.

Window and Door Hardware: Warranted twelve months from the date of purchase against defects. Hardware includes metal, nylon and vinyl parts.

Insulated Glass: Warranted ten years from the date of purchase against substantial failure of the air seal resulting in visible moisture.

All Other Glass: Warranted twelve months from the date of purchase to be free from defects, which might render the glass unserviceable

3. **No Implied Warranty.** THE COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

4. **Limitation of Liability.** Other than the allowance for materials, the Company shall not be responsible or liable for costs of repainting, refinishing, installing, or other actions necessary to repair or replace any unit or part. The Company shall not be liable for any incidental or consequential damages of any kind including but not limited to replacement labor costs resulting from any defect or breach of any express or implied warranty of any window or door unit. This damage limitation is separate and independent from the exclusive remedy. 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.