

## **Kinro® Windows | Limited Warranty | Manufactured Housing**

This Limited Warranty covers all Lippert Components, Inc. (“LCI®”) Kinro vinyl window products utilized in factory built manufactured housing. The Limited Warranty for the product begins at the time of sale by LCI and is extended to the original owner/occupant of the finished manufactured home.

### **Kinro Window Materials and Workmanship Limited Warranty**

LCI warrants, subject to the conditions and restrictions contained herein, that its vinyl window products shall be free of material or workmanship defects including blistering, peeling, flaking, or rotting for a period one year from the date of retail purchase or 18 months from date of delivery to the manufacturer or dealer, whichever comes first. This warranty does not include parts that have been abused, misused or not used for the purpose intended or parts that have been damaged in shipments that are not the responsibility of LCI.

### **Insulated Glass (IGU) Limited Warranty**

LCI insulated glass units (IGU) to which this Limited Warranty applies, shall be free from material obstruction of vision as a result of film accumulation on interior glass surfaces resulting exclusively from sealant failure of the glass edge seal (from sources other than glass breakage or cracking) for a period of **five (5)** years from date of manufacture. If the IGU fails to perform in accordance with the above statements during the applicable warranty period, LCI shall, upon validation of the complaint, supply a replacement for the nonconforming IGU. LCI’s obligation under this Limited Warranty is to supply a replacement for the nonconforming IGU, FOB from LCI’s nearest manufacturing facility. Labor of any kind or other costs to remove the non-conforming IGU and/or to install the replacement IGU is not included in this Limited Warranty. LCI shall bear no other expense of any kind and the claimant’s exclusive remedy shall be replacement on the basis stated. This Limited Warranty is void, and LCI shall not be obligated to replace any unit or provide a credit for any IGU where in LCI’s opinion, is due in whole or in part to improper installation of the window containing the IGU, maintenance, modification, alteration or accident, involving the IGU.

### **Components and Hardware Limited Warranty**

LCI also warrants that the hardware components in its window products will be free from defect or failure for one year from the date of retail purchase or 18 months from date of delivery to the manufacturer or dealer, whichever comes first. If hardware products, including locks, balances, tilt latches and handle sets, fail during the warranty period, LCI will furnish replacement product. Freight, removal of broken hardware and installation of new hardware will be at homeowner’s expense.

**Service.** For products having a covered defect within the warranty period, we will, in our sole and absolute discretion, repair or replace the product with a new or refurbished component, or provide a pro rata refund of that portion of the product. There is no other warranty.

**Notice.** No remedy will be required or offered unless we receive written notice of a claimed defect. You must make any claim of defect, including without limitation under this Limited Warranty, in writing, with full particulars, promptly after the defect was or reasonably should have been discovered, and in any event no later than sixty (60) days of its discovery. In the event of any accident, injury to person, damage to property, or other loss involving a product, you must notify us in writing within thirty (30) days of the incident or within ten (10) days of notification to you, whichever is earlier. In the event of any survey, test, or inspection to be conducted on a product, you must notify us in writing immediately so that we, at our sole election, may participate in that activity or conduct our own survey, test, or inspection in advance. Your written notice must describe the defect, provide the customer’s name and address, state the location of the product, and provide us full particulars (see below). As a condition of coverage, we must be provided access to the original product for inspection, testing, or other work at our discretion. The product must remain unmodified. We will not consider any claims for products (or any components thereof) that are not in their original form. Failure to give us proper or timely notice of a claimed defect, or failure to return the defective product, or performing any modification, self-help, or alteration of the

product, without our prior written approval, will constitute an absolute waiver and release of all your claims and rights under this Warranty.

**Warranty on Replacements.** If LCI supplies a replacement unit, the Limited Warranty of the replacement unit will extend for the time remaining on the original Limited Warranty of the product being replaced. In all cases, the date of manufacture of the window unit to the date that the claim is made will govern the extent of the coverage under the Limited Warranty. LCI reserves the right to discontinue or make changes in the unit and/or in any of its insulating windows or any other products. If the unit covered by this Limited Warranty is not available, in the event of replacement of a non-conforming unit, LCI shall have the right to substitute a replacement unit that in LCI's sole discretion is of equal quality or value. LCI is providing an express Limited Warranty as set forth herein LCI cannot and shall not be liable for a breach of any other written or oral express warranties, such as those, if any, given by dealers, contractors, applicators, installers or distributors of the units.

**Transferability.** THIS WARRANTY IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT AS PROVIDED HEREIN. THIS WARRANTY EXTENDS ONLY TO YOU, THE ORIGINAL OEM PURCHASER PURCHASING A PRODUCT DIRECTLY FROM WARRANTOR'S FACILITIES, OR THE ORIGINAL RETAIL PURCHASER OF THE MANUFACTURED HOME THAT INCORPORATES THE PRODUCT, AND SHALL NOT BE CONSTRUED TO EXTEND TO ANY OTHER THIRD-PARTY.

**Limitations.** THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT THIS DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN AND TO THE COVERED PRODUCTS. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. EXCEPT AS PROVIDED IN THIS WARRANTY, ALL PRODUCTS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS." ALL RISKS AS TO PRODUCT QUALITY OR PERFORMANCE NOT CONTEMPLATED BY THIS WARRANTY WILL BE BORNE EXCLUSIVELY BY YOU. IF A PRODUCT PROVES DEFECTIVE AFTER ITS PURCHASE, YOU, NOT US, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR THAT IS NOT COVERED UNDER THIS WARRANTY. IN NO EVENT WILL WE BE LIABLE FOR COSTS OF REMOVAL OR REINSTALLATION OF THE PRODUCTS, OR ANY EXPENSE RELATED TO REINSTALLATION. WE WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED AND RELEASED. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE WARRANTY'S TERMS. YOU WAIVE ANY RIGHT TO A JURY TRIAL AND CLASS ACTION RELATING TO THIS WARRANTY, AND MAY NOT JOIN OR CONSOLIDATE CLAIMS AS A REPRESENTATIVE OF A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE OR FEDERAL LAW, AND OTHER LEGAL RIGHTS MAY EXIST.

**Exclusions.** This Limited Warranty only covers the products specified herein. Due to the intended use of our products, any and all items and components not sold by us but attached to, incorporated into, or using our products carry NO WARRANTY WHATSOEVER from us regardless of the circumstance. Additionally, this Limited Warranty does not extend to and does not cover defects caused by the following:

1. A unit damaged in handling and/or installation.
2. A unit subjected to stresses resulting from excessive heat differentials over the surface or edges of the glass or vinyl.
3. IGU Seal failures due to faulty or improper installation.
4. Use of unapproved exterior applied cleaning agents such as acids, or oil based cleaning compounds, etc.
5. Any installation in excess of 3,000 feet above sea level of any unit without proper capillary breather tubes.
6. Application of films to the glass surface such as sun-absorbing, reflective films or decorative substances.
7. A unit installed in high moisture areas such as a swimming pool or spa enclosure, or where there is excessive vibration of the building or foundation or abnormal moisture or chemical environments.
8. A unit sold or installed in an excessive saline environment.
9. A unit that has been subjected to pressure cleaning.
10. Labor to replace sash panels, glass or other hardware components.

11. Slight glass curvature, color variation, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
12. Tarnish or corrosion to hardware finishes.
13. Glass breakage for any cause or any reason.
14. Condensation on the first and fourth surface panes of the window and/or glass, which may occur as the natural result of humidity and interior/exterior temperature differentials.
15. The very gradual, natural migration of inert gas used in insulated glass units.
16. The neglect, abuse, improper handling and/or improper storage of the product.
17. Stresses caused by building defects or settlement or movement of the structure in which the product is installed.
18. Misalignment of grilles/muntins of 1/8" or less from appropriate position.
19. Slight fading and/or color variations caused by normal aging or weathering.
20. Torn or ripped insect screens for any cause whatsoever.
21. The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquake and hurricanes.

**Statute of Limitations.** Any action, lawsuit or other proceeding, under this Limited Warranty or otherwise, related to the product must be commenced within one (1) year after the earlier of (a) the expiration of the applicable Warranty coverage period, (b) our alleged failure to repair the defect at issue; or (c) the date on which your claim accrues under applicable law. Unless prohibited by law, the performance of repairs will not prevent the limitations period from expiring, nor will any tolling or estoppel doctrine apply. This Limited Warranty does not extend to future performance.

**Applicable Law & Venue.** This Limited Warranty will be governed by and construed in accordance with the laws of the State of Indiana without regard to principles of conflicts of law. Any disagreement, dispute, controversy, or claim arising out of or relating to this Limited Warranty must be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon the award may be entered in any court having jurisdiction thereof. In the event you bring any claim against us in violation of this Limited Warranty or for claims waived or released under this Limited Warranty, you agree to pay our attorney and paralegal fees and costs to defend such suit.

**Modifications.** We will not be liable for commitments, promises, or agreements made by any employee, agent, or dealer that is not in accordance with this Limited Warranty. The current warranties and terms outlined on our website ([www.lci1.com](http://www.lci1.com)) applicable on the date of purchase take precedence over any other warranties, whether oral or written. We reserve the right to alter our warranties from time to time, as the laws and our business needs and industry change. Any conditions or exceptions that may be stated in any communication or document to us from any entity or individual, including but not limited to the retail purchaser or consumer, shall be of no effect unless specifically agreed to in writing and hand-signed by our authorized representative.

**Miscellaneous.** Any legally or otherwise invalid provision hereof will be considered severable, with all remaining provisions enforceable. We have all rights and remedies given to sellers by applicable law, and our rights and remedies are cumulative and may be exercised from time to time. No waiver by us of any provision of this Warranty will be effective unless in writing, nor will it operate as a novation or waiver of any other provision or affect our right to exercise thereafter any right or remedy. We will not lose any right because we have not exercised that right in the past.

**For questions and claims, contact Lippert Components, Inc., Attn. Warranty Dept., 1902 West Sample Street, South Bend, Indiana 46619. The telephone number to obtain the name and address of the service and repair facility nearest you is 1-574-537-8900. You may also email your claim to [customerservice@lci1.com](mailto:customerservice@lci1.com). To process your claim, we will need the following information: date of manufacture, date of purchase, pictures of alleged defect, and description of alleged defect. Please include this information with any correspondence and have this information available when you call.**