Please read and follow these instructions completely for installation.



# Flush Fin Window Installation Instructions

# **Pinnacle Clad Products**



# Flush Fin Window Installation Instructions Pinnacle Clad Products

#### **Installers Page**

- Read instructions completely before attempting installation. Failure to follow these guidelines will forfeit the Windsor warranty coverage, written or implied.
- Always provide a copy of these instructions to the homeowner.
- These instructions are consistent with ASTM 2112 "Standard Practice for Installation of Exterior Windows, Doors, and Skylights" into common wall constructions
  and AAMA 2410 "Standard Practice for Installation of Windows with an Exterior Flush Fin Over an Existing Window Frame". Contact your architect or
  construction professional for installation into other building designs or construction methods.
- Regional codes and environmental conditions may require installation that is different from these guidelines. It is your responsibility to ensure that local codes and ordinances are followed.

#### **Warnings**

- Work Safe! Always wear proper eye and hearing protection when installing or adjusting Windsor products.
- Use Power Tools Properly! To avoid personal injury, always follow manufacturer's instructions for safe operation of power tools.
- Ladder Safety! Working at elevated levels can be hazardous. Always use ladders and scaffolding properly. Consult manufacturer's guidelines for safe use of these types of equipment.
- Safety Glazing! Windsor products do not contain safety glazing unless specifically ordered that way. Use caution injury could result if glass is broken and fragmented. Building codes require safety glazing for windows installed in certain areas. Consult your local building code official for guidelines.

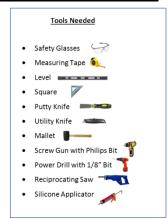
#### **Important**

- Windsor reserves the right to change the information contained in these guidelines without notice.
- Maintain a minimum of 1/4" between the window frame and any trim, siding, or masonry.
- Use of Windsor products in barrier EIFS systems (synthetic stucco) is not recommended. To do so will forfeit all warranties (written or implied), and Windsor Windows & Doors will not be held responsible for any claims or damages resulting from water infiltration.
- Steel fasteners will corrode when used with ACQ Pressure Treated Lumber. Use corrosion resistant fasteners (such as stainless steel) when installing windows in or around these types of materials

#### **Handling & Storage**

- · Always carry window units upright. If not carried upright, could result in damage to the window.
- · Do not store windows outside.

#### Parts, Tools and Materials Needed



# Materials Needed Backer Rod 1/4"-1/2" diameter closed cell foam Insulation Minimally expanding low pressure polyurethane window & door foam Shims Made of cedar or synthetic material Silicone Sealant 100% Silicone Flashing Self-adhesive flexible flashing that complies with ASTM-D779 Rigid Metal Flashing and Fasteners Applied to head flush fin in new construction install Wood Blocking Treated or composite lineal blocking Flat Head Screws #8 x 3" and 4" (4" for mulled operating units only)

#### LEAD PAINT AND EXISTING WINDOW DISPOSAL:

- A. Before any remodel or renovation, make sure to identify any potential lead paint issues and take necessary steps to reduce the risk of lead contamination.
- B. The U.S. Environmental Protection Agency (EPA) has issued a "Lead Renovation, Repair and Painting Rule (RRP)" for remodelers of older homes and buildings. This rule requires training and certification in lead-safe work practices for firms performing renovation, repair or painting on homes and child-occupied facilities built prior to 1978.
- C. For more information regarding procedures for dealing with lead paint, please visit EPA's website at <a href="www.epa.gov/lead">www.epa.gov/lead</a>.
- D. When removing existing windows, make sure to wear appropriate personal protective equipment. Extra precautions should be taken to protect others and property within the vicinity and below the removal window and surrounding components.
- E. Consult with local waste authorities on the proper recycling or disposal of old window components.



ATTENTION! THIS DOCUMENT CONTAINS WAIVERS THAT AFFECT YOUR LEGAL RIGHTS. Please read the entire document carefully, especially the section entitled, "Dispute Resolution Process," because that section contains statements reflecting your agreement to waive your rights to a jury trial and to participate in a class action case related to a dispute you have with Windsor arising out of the Windsor products covered by this warranty. YOU CAN OPT OUT OF THESE WAIVERS. To do so, please go to www.windsorwindows.com/support and locate the Waiver Opt-Out Form. In order to opt out of these provisions, you must fill out the Waiver Opt-Out Form within one year of the date your Windsor products were manufactured, as indicated by the glass code on the product.

# 1: Inspect Unit

#### **Before Installation:**

- A. Remove all shipping packaging material (blocks, pads, protectors, stretch wrap).
- **B.** Inspect unit for any damage or defects.
- C. Verify that the window unit is the correct size and configuration.
- **D.** Make sure the unit operates properly.
- E. Contact your nearest Windsor distributor if there are any problems.

### 2: Prepare the Opening

#### For New Construction Follow Steps A-P

- A. Measure and verify the size of the rough opening. The rough opening should be 1/2" larger in width and 1/2" larger in height than the frame size.
- **B.** Verify the rough opening is flat, plumb, level, and square. (Fig. 1)
- C. Take diagonal measurements to check for square. (Fig. 1)
- **D.** Make sure the bottom sill area of the opening does not slope toward the interior.
- E. Cut the weather-resistant barrier (WRB) in a "Modified I" pattern shown below. (Fig. 2)
- F. Fold back the WRB on the sides and sill toward the interior and staple into place. (Fig. 3)
- **G.** From the exterior, cut the top of the WRB as shown to form a flap. (Fig. 4).
- **H.** Temporarily tape this top flap up. (Fig. 4)



Fig. 1

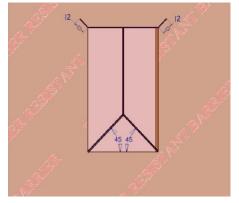


Fig. 2

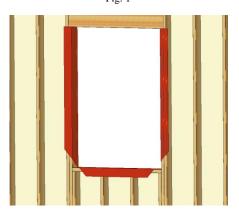


Fig. 3

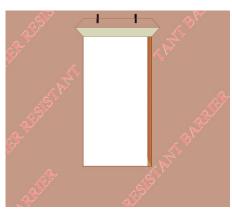


Fig. 4

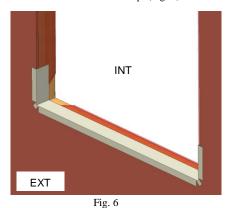


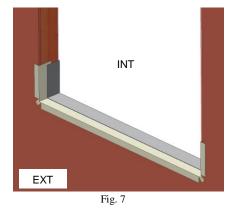
#### **IMPORTANT!** Flash the sill.

- a. Use flashing that is 6" minimum in width.
- Flashing must meet ASTM-D779 performance requirements.
- c. Adhesive or mechanically-fastened flashing may be used.
- J. Measure the width of the rough opening. Cut a length of flashing that is 12" wider than the rough opening. This will allow you to run the flashing 6" up each side.
- **K.** Cut 1-1/2" slits at each end of the flashing as shown below. (Fig. 5)



- L. Apply sill flashing to the rough opening as shown below. (Fig. 6)
- M. If you are using non-adhesive flashing:
- N. Staple flashing into place.
- **O.** Seal corner notches using 100% neutral cure silicone sealant.
- **P.** Flashing tape must cover the entire sill plate. If needed, apply an additional flashing piece over the first one (start from the exterior and work toward the interior). Maintain a minimum 1" overlap. (Fig. 7)

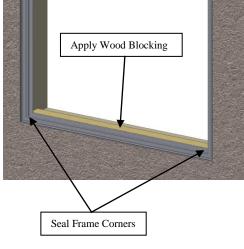




#### For Installation Over an Existing Frame Follow Steps Q-W

- Q. Measure and verify the size of the rough opening. Measure from the highest point of the existing frame. Take three measurements (end, center, end) both horizontally between the jambs and vertically between the head and sill. Take the smallest dimension. The rough opening should be 1/4" larger in width and 1/4" larger in height than the frame size.
- **R.** Verify the rough opening is flat, plumb, level, and square.
- S. Take diagonal measurements to check for square.
- T. Make sure the bottom sill area of the opening does not slope toward the interior.
- U. Remove any pre-existing sash components (sash(s), meeting rail(s), and fixed lite(s)) that would interfere with the installation. Trim any protruding elements of the existing frame as required. Leave only the existing window's outer frame in place. (Fig. 8)
- V. Add wood blocking at the sill of the frame to create a flat, level surface to support the new window. (Figs. 9a & 9b)
- W. Seal any exposed fastener holes. Seal the corners of the frame at the sill. Take care not to block any existing weep holes. (Fig. 9a)





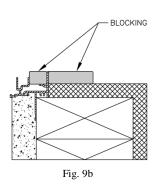


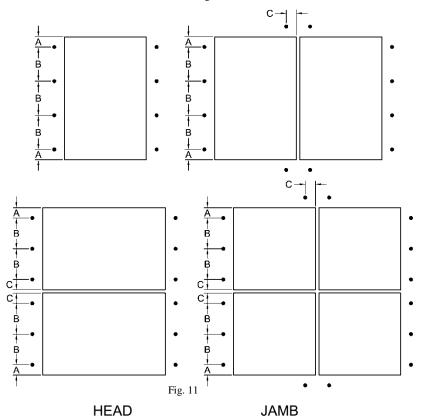
Fig. 9a

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# 3: Prepare the Window for Installation

- **A.** Using a putty knife, carefully remove the side inside stops from the interior of the window. Set them aside. (Fig. 10)
- B. Locate the pre-drilled installation holes in the side jamb. Drill additional 1/8" dia. installation holes in the side jambs per the spacing schedule below (Fig. 11). FOR MULLED UNITS: Do not drill through operator cut-outs on sill cover of operating units, head and sill stops are removable on picture units. Predrill locations are shown in the sections in Fig. 12.





	Unit Width ≤36"	Unit Width >36"
Edge Spacing (A)	3.75"*	3.75"*
Max Intermediate Spacing (B)	40.5"	16.5"
Mull Spacing (C)	4"	4"

\* Pre-drilled from the factory

SILL

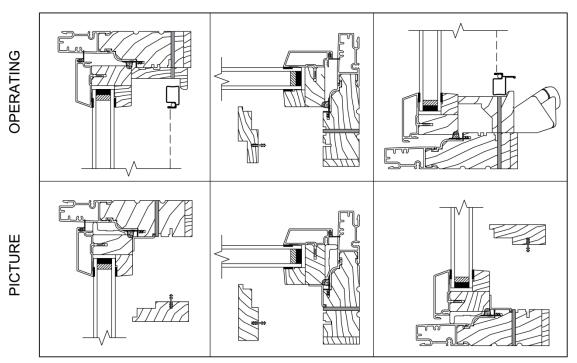


Fig. 12



# 4: Install Window

#### For New Construction Follow Steps A-C

- **A.** Dry fit the window into the opening from the exterior.
- **B.** Apply a 1/4" diameter bead of sealant around the head and sides of the back of the flush fin. Place the bead no more than a 1/2" from the edge of the flush fin. Apply a discontinuous 1/4" diameter bead of sealant along the back side of the sill flush fin. Alternate using a 6" long bead with 1" gaps as shown below. (Fig. 13)
- C. Place window into the opening by putting the sill in first and tilting the window up. (Fig. 14)

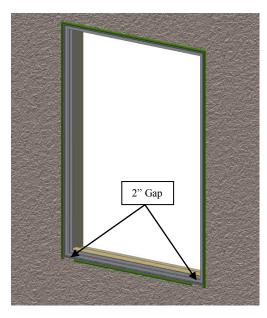




Fig. 14

#### For Existing Frame Follow Steps D-F

- **D.** Dry fit the window into the opening from the exterior. Ensure flush fin overlaps existing window frame or exterior siding by 3/4".
- 2. Apply a 3/8" diameter bead of sealant around the outside edge of the existing frame. Leave 2" gaps at the bottom corners for drainage. (Fig. 15)
- F. Place window into the opening by putting the sill in first and tilting the window up. (Fig. 16)









#### The Following Steps Apply to Both Install Methods Unless Noted Otherwise

- G. Center the window in the opening and place shims at each screw hole. FOR NEW CONSTRUCTION INSTALL: Shim underneath the window until the sill is level.
- H. Begin screwing the window to the opening starting at the corners as shown in Fig. 17. Ensure that the window stays pressed tight against the sealant on the exterior. FOR INSTALLATION OVER AN EXISTING FRAME: It may be necessary to predrill through the existing frame prior to applying the screws.
- I. Finish screwing the window to the opening. Ensure that each screw is embedded a minimum of 1-1/4" into the opening. Re-attach inside stops after all screws are applied.

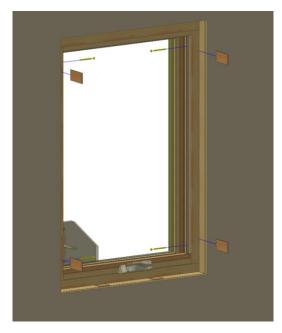


Fig. 17

# 5A: Complete Head Flashing (New Construction Only)

- A. Apply sealant: Apply a bead of sealant at the vertical and horizontal contact surface of the rigid metal flashing. (Fig. 18)
- **B.** Apply the rigid metal flashing. The flashing should extend approximately 1/8" past the edge of the brickmould on each side. Nail the flashing to the rough opening using at least a 1" roofing nail every 8"-10" at approximately 1/2" from the top of the rigid flashing. Ensure that the nail is compatible with the rigid flashing material to prevent corrosion. (Fig. 18)
- C. Cut and apply flashing over the vertical portion of the rigid flashing. The flashing should extend 2" past the flush fin on each side of the opening.
- D. Overlap the WRB over the rigid metal flashing. Trim the excess WRB beyond the bead of sealant. (Fig. 18)
- E. Tape the cut seams of the WRB.

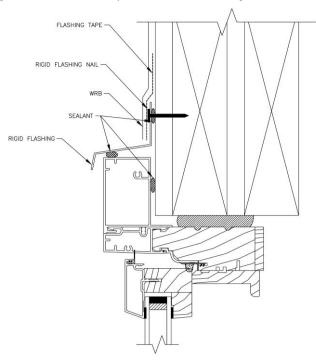


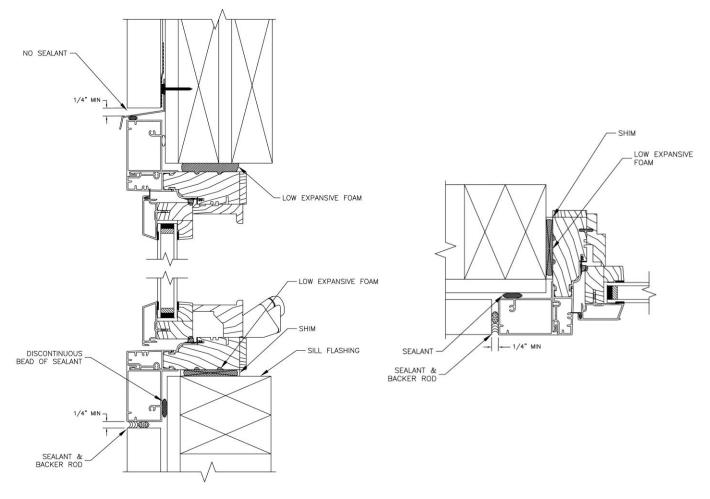
Fig. 18

# 5B: Seal the Exterior

#### For New Construction Follow Steps A-B

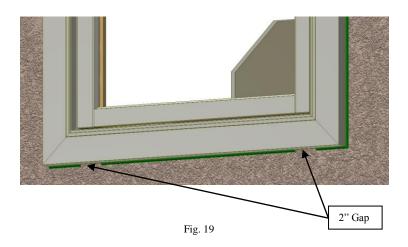
- A. After siding or wall exterior is complete, apply backer rod and silicone sealant between the window frame and siding material on both sides and sill.
- **B.** WARNING: Maintain a minimum of 1/4" between the window frame and any trim, siding or masonry. Failure to do so will forfeit all warranties (written or implied). Windsor Windows & Doors will not be held responsible for any claims or damages resulting from failure to follow these instructions.



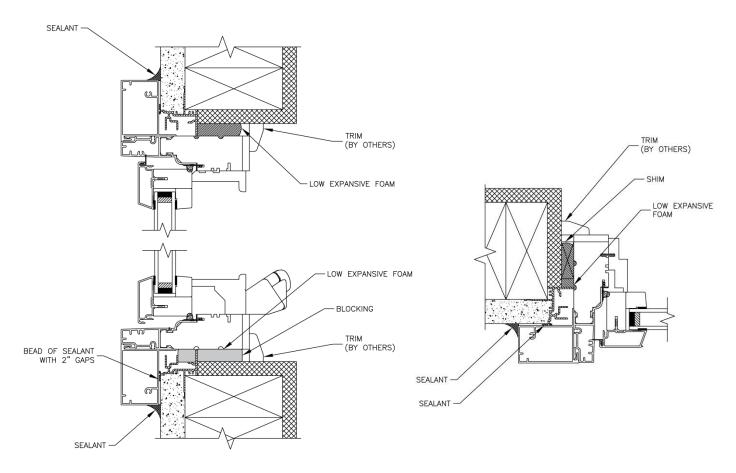


#### For Installation Over an Existing Frame Follow Step C

C. Apply a bead of sealant around all four sides of the flush fin on the exterior between the fin and the exterior surface. Leave a 2" gap at the bottom corners for water drainage. (Fig. 19)







# **6:** Complete the Interior

- A. Insulate between the window frame and the rough opening using minimally expanding window and door spray foam insulation. Use caution to not overfill the gap causing the jambs to bow. It is not recommended to apply trim to the unit until the foam has cured to allow the excess to escape.
- **B.** Operate window unit to ensure proper operation. Sash will not operate correctly if window is out of square, over-shimmed or over-insulated.
- C. FOR INSTALLATION OVER AN EXISTING FRAME: Install interior trim (by others) to cover the gap between the new window frame and the existing drywall return.
- **D.** Remove all labels or shipping materials.
- E. Properly finish all Wood Interior components within 60 days of installation. See the "Care and Use" guide located at <a href="www.windsorwindows.com">www.windsorwindows.com</a> for further details pertaining to finishing Pinnacle Clad Products.
- F. IMPORTANT: Do not stain or paint any hardware or vinyl components.

If you have questions regarding the installation or adjustment of your Windsor products, please contact Windsor Windows & Doors directly at 1-800-218-6186. You may also complete and submit the form on the Contact page of our website (<a href="www.windsorwindows.com/contact-us">www.windsorwindows.com/contact-us</a>) and one of our window specialists will promptly answer your question. On our website, you will also find Care and Use Guides to assist you in preserving your windows and patio doors.

#### Care and Use

An inspection of your windows should be made annually. Visit the Windsor website (www.windsorwindows.com) or contact your local independent Windsor distributor for information on the care and use of your product. Ask for the Care and Use Guide, which contains information on finishing, cleaning, what to look for during yearly inspections, general maintenance tips, sash/panel adjustment, sash/panel removal, screen removal and information on condensation.

#### PINNACLE - Limited 20/10 Warranty

Optional Extended-Life 30-year Exterior Aluminum Finish Warranty

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Pinnacle windows and patio doors will be free from defects in materials and workmanship that significantly impair their operation and proper usage, subject to conditions and limitations within. This warranty is transferable to subsequent structure owners, up to the time limits of the warranty. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, www.windsorwindows.com.

Windsor would like to thank you for selecting our Pinnacle products. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

Pinnacle products carry a "Limited 20/10 Warranty," which provides coverage against insulated glass seal failures for 20 years and coverage for workmanship and materials for 10 years. In addition, we are now introducing optional extended-life exterior aluminum surface finishes that extend the warranty on such finishes to a period of 30 years (see #2 for details).

There are five primary components to Pinnacle products, and the assurances and warranty provisions are specific to each:

- 1. Insulated glass used in Pinnacle products: 20 years Windsor warrants that, from the date of manufacture, and under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs, Windsor will provide replacement insulated glass only, for 20 years free of charge. Replacement glass will be shipped F.O.B. factory. NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.
- 2. Exterior aluminum surface finishes

AAMA 2605: Optional ungrade 20 year warranty\*

AAMA 2605: Optional upgrade - 30-year warranty\*

Anodized: Optional upgrade - 5-year warranty, no warranty for coastal applications\*

- Warranty: Windsor warrants that exterior aluminum surface finishes, when exposed to normal atmospheric conditions, will not peel, check, crack, blister, flake or lose adhesion. This warranty begins on the date of manufacture. Please be aware that exterior aluminum surface finishes will weather and fade over time in any environment. Weathering, chalking and fade will vary depending on conditions, such as exposure to heavy salt spray environments, airborne pollution, elevation, orientation, altitude and other atmospheric conditions. To prolong the life and appearance of the finish coating, it is required that exterior cladding be cleaned and maintained according to a scheduled maintenance program. If paint failure should occur, Windsor reserves the right to determine the best method for corrective action.
- See Windsor's website, www.windsorwindows.com, for cleaning and maintenance instructions; also refer to AAMA 610.1-79. Windsor's website has additional information about each of the available finishes.
- \* Coastal applications: Applies where units are installed within one mile of the coast. For all finishes except anodized, warranty period is limited to 10 years for these applications.
- 3. All other parts and components: 10 years (including, but not limited to, such items as weatherstrip and hardware) Window and door hardware components are usually manufactured by others and purchased by Windsor for use in our products. Windsor warrants its Pinnacle hardware components, under normal conditions, against premature component failure that substantially impairs the operation or performance of the part or component. In the event of such a failure, Windsor will provide no-charge replacement parts for 10 years from date of manufacture of the Windsor product. Since Windsor purchases many of these parts and components from others, Windsor cannot guarantee that the exact model or design will be available in the future, and usually, the current model will be provided. NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.
- 4. Window Sash Opening Limiting Devices
- Always refer to applicable building codes when considering the purchase, installation and application for use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.
- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to beused as Window Opening Control Devices.
- · Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.
- 5. Painted White Interior Finish: Two years Windsor warrants that under normal conditions, factory-applied interior paint will not peel, check, crack, blister, flake or lose adhesion for a period of two years from date of manufacture. If Windsor determines, subject to the terms and exclusions of this warranty, that a paint failure has occurred, Windsor shall, at its sole discretion, determine the best method for corrective action, which usually includes one of the following: 1) refinish all or a portion of the product; 2) furnish, at no charge, a replacement component part; or 3) refund the original purchase price of the item in question. ("Interior primed only" products are excluded from the interior factory-applied paint warranty.)

The remedies provided in this limited warranty will be forfeited by the occurrence of any of the following conditions:

- Improper installation of the window or door unit. (Installation instructions are factory applied on each unit.)
- Improper installation of multi-slide door unit. Windsor requires an outdoor overhang depth (extended out beyond the face of the door) equal to or greater than the frame height of the multi-slide door. The overhang width must be at least equal to the width of the door.
- Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish. Failure to properly finish/protect wood components, CPVC components and/or all interior surfaces within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods. Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at <a href="https://www.windsorwindows.com">www.windsorwindows.com</a>.)

• Damage caused by acts of God or some other cause outside Windsor's control.

WARNING: PAINTING of cellular PVC or any PVC surfaces with a paint not specifically formulated for PVC materials will forfeit the product warranty.

WARNING: PAINTING of cellular PVC or any PVC surfaces with a color darker than L-56 (on the scale where 0=black and 100=white), even with a paint specifically formulated for PVC, will forfeit the product warranty.

- Conditions that exceed the design parameters of the windows.
- · Improper removal of any permanent warning or identification labels from the product or products.
- · Installation in a non-vertical or sloped application.
- · Damage from accident, misuse or abuse.
- Alteration, modification or use for a purpose other than that for which it was intended or designed. (Including, but not limited to, paint applied to vinyl and damage resulting from security systems applied or attached to our product.)
- Application of door closures on Pinnacle doors.
- · Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass, or the use of film shades.
- · Use in or around ships, boats, trailers, campers, swimming pools, hot tubs, spas, saunas or greenhouses.
- Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
- · Exposure to harmful chemicals.
- Mulling (connecting or attaching) Pinnacle product(s) to those of another manufacturer.
- Failure to follow Windsor's Care and Use recommendations. (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Failure to maintain Painted White Interior Finish. (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Failure to comply with the claims procedure outlined herein.

#### Exclusions - The following items or conditions are specifically excluded from the remedies provided by this warranty:

- 1. Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
- 2. Remedies requested for any consequential, incidental or punitive damages.
- 3. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of a manufacturing defect.
  - d. Condensation and damage caused by the failure to resolve condensation.
  - e. Damage to glass, metal, cellular PVC, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass.
  - h. Heat gain, vinyl distortion or damage of any kind, including, but not limited to, effects due to the reflective properties of glass and its finishes.
  - i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
  - j. Stresses to product caused by building defects, movement of the building in which the windows are installed, and/or components of that building, including building settlement.
  - k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
  - I. Normal weathering, wear and tear.
- 4. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)
- 5. Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.
- 6. Remedies requested for special glazing.

- 7. Laminated and/or impact glass will have a warranty limited to five years against delaminating of inner liner (PVB) and extensive visual obstruction due to glass seal failure.
- 8. Windsor does not warrant the percentage of inert gas present in high-performance products. Gas dissipates over time at different rates depending upon use and conditions.
- 9. Remedies requested for inner grid rattle due to lack of uniform supported structure of product, in which the operation of the product or of another product causes vibration harmonics into the Windsor product and induces inner grid to vibrate against the insulated glass, creating a noise.
- 10. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
- 11. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
- 12. Remedies requested for anodized aluminum exterior finish variances in appearance of color, dielines, pitting and chalking are not warranted.
- 13. Remedies requested for Painted White Interior Finish failures related to, but not limited to, knots, finger joints, stile and rail separation, joint separation of components, failures resulting from cracking/splitting/raised grain of the substrate, improper installation, lack of maintenance, moisture penetration, condensation or improper cleaning.
- 14. Remedies requested for fading or chalking of exterior aluminum surface finishes are warranted only when chalking exceeds number (8) chalk rating using ASTM 4214-98, and fading or color change is greater than 5 delta E in accordance with ASTM D-2244-02.
- 15. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
- 16. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping and twisting.
- 17. Remedies for swinging doors over seven feet tall, without factory installed multi-point locking hardware, as these products are not warranted against warping or performance.
- 18. Remedies for any special or custom product or item that is manufactured according to specification provided by the customer.
- 19. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
- 20. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
- 21. Remedies requested for any product installed in structures that do not allow for proper management/drainage of moisture, including but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.
- 22. Remedies requested for products manufactured by others.
- 23. Remedies requested for water infiltration when using handicap sill. Due to the low profile height, warranty will be forfeited.

Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose.

- · No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.
- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements or costs of refinishing window or door components or adjacent parts/millwork.
- Windsor shall make the final determination as to whether or not a defect exists.
- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price.
- · Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.
- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- · Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period.
- Affixed to Windsor's windows are stickers identifying various WDMA and NFRC ratings. These ratings are not performance warranties because window performance will be impacted by conditions and may change over time. These ratings may also apply to single units only, not mulled configurations.
- · This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards, including applicable building codes.
- · Windsor makes no warranties whatsoever with respect to accessories or parts not supplied by the manufacturer.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist. This does not constitute a waiver of any of the provisions of this warranty.

#### **Warranty Claim Procedure**

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

#### Response by Windsor

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

#### **Dispute Resolution Process**

You and Windsor agree that any dispute arising out of or related to the Windsor products shall be settled pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term Dispute shall include any claims related to the terms of this warranty, including claims related to the enforceability of any of its terms, and including claims alleging breach of this or any other warranty. The term Dispute shall also include claims alleging breach of contract, breach of warranty, tortious conduct on the part of Windsor, including, but not limited to, negligence, violation of state or federal laws, ordinances or regulations, and product liability claims, claims of fraud, misrepresentation and violation of any consumer protection statute or laws.

#### **Notice of Dispute**

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. The first step is for you to provide Windsor with a Notice of Dispute. This can be found by going to www.windsorwindows.com/support, which will take you to a form that you need to fill out.

#### Response by Windsor

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute.

#### Waivers of Jury Trial and No Class Actions

IF YOU AND WINDSOR ARE UNABLE TO RESOLVE YOUR DISPUTE TO YOUR SATISFACTION, YOU CAN THEN SEEK TO FORMALLY RESOLVE YOUR DISPUTE BY RESORTING TO THE COURT SYSTEM. HOWEVER, YOU AGREE THAT YOU CAN ONLY DO SO AS AN INDIVIDUAL AND IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR REPRESENTATIVE IN A CLASS OR OTHER REPRESENTATIVE ACTION OR PROCEEDING. YOU ALSO AGREE THAT YOU CANNOT HAVE YOUR DISPUTE RESOLVED BY A JURY TRIAL, AND HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL, AND INSTEAD YOU AGREE THAT YOUR CASE WILL BE TRIED BY A JUDGE.

#### **Waiver Opt-Out Option**

As stated above, YOU CAN OPT OUT OF THE ABOVE WAIVERS. To do so, please go to www.windsorwindows.com/support and locate the Waiver Opt-Out Form. In order to opt out of these provisions, you must fill out the Waiver Opt-Out Form within one year of the date your Windsor products were manufactured, as indicated by the glass code on the product.

#### **Failure to Follow Procedures or Processes**

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. The only way to alter, waive or void any of these terms is by "Opt Out" as described herein.

#### **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.