



WARRANTY

TEN YEAR (10) LIMITED WARRANTY FOR GLASS

The glass in BROSCO Window Units is warranted to be free from manufacturing defects for 10 years from the date of purchase or from the glass manufacture date. BROSCO will provide the replacement glass in sash or glass only (depending on the product type) to a BROSCO window retailer at no cost to you.



ONE YEAR (1) LIMITED WARRANTY FOR PRODUCTS AND COMPONENTS OTHER THAN GLASS

All non-glass portions of windows are warranted to be free from defects in manufacturing, materials and workmanship, which would make the product unfit for its normal and recommended use, for a period of 1 year from the date of purchase. During this time BROSCO may elect to either repair or replace any defective BROSCO product. If repair or replacement is impractical, BROSCO may elect to refund your original product purchase price or the original product retailer's list price (whichever is less). If replacement is elected, replacement products will be shipped to a BROSCO window retailer.

HOW TO GET HELP...

To obtain help under this warranty, contact a BROSCO window retailer. If no corrective action has taken place after waiting a reasonable time then write to:

Brockway-Smith Company
Warranty Assistance Department
35 Upton Drive
Wilmington, Massachusetts 01887

Please: (a) identify the BROSCO product or glass that is involved, the date and place of purchase, and the original purchase price if known; (b) describe completely what the claimed defect is (photographs or sketches are helpful); (c) identify yourself and those persons who have already been contacted and state what attempts have been made to correct the problem; and (d) give the address where the defective product or glass can be inspected. BROSCO will investigate your claim upon notification and take appropriate action.

EXCLUSIONS FROM COVERAGE

This warranty does not cover:

- Cracked or broken glass
- Damage caused by improper installation, use, or maintenance; accident; Act of God; or any other circumstances beyond the control of BROSCO
- Damage caused by water leakage (other than as a result of a defective product or glass) or high humidity
- Damage caused by airborne pollutants
- Minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision
- Products not finished-painted in accordance with installation instructions
- Performance of finish paints
- Labor or other charges incurred or claimed by the customer

DISCLAIMER OF WARRANTY

BROSCO MAKES NO IMPLIED WARRANTY FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT), AND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT (OR ANY REPLACEMENT), EXCEPT TO THE EXTENT PROVIDED HEREIN.

LIMITATION OF REMEDIES

THE REMEDIES SET FORTH ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. IN NO CASE SHALL BROSCO BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, OR ANY EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME LIMITATION OR EXCLUSIONS IN THIS WARRANTY MAY NOT APPLY. Unless modified in a later writing signed by both BROSCO and the claimant, this warranty is the complete and exclusive warranty relating to the product. Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect any one of the other provisions hereof, which shall remain in full force and effect. This warranty is not transferable.