



ROTO FRANK OF AMERICA, INC.
LIMITED WARRANTY FOR WINDOW AND DOOR MANUFACTURERS

All Roto Frank of America products with the exception of Delta handles* (hereinafter "products" or "product", as the case requires) are warranted against material defects in materials and workmanship for a period of 10 years from the date of purchase under normal use and service subject to the conditions and limitations set forth herein.

This Limited Warranty is expressly limited to window or door manufacturers that purchase the products directly from Roto for use in the ordinary course of such window and door manufacturers' business (hereinafter "customer" or "customers", as the case requires) and may not be assigned or transferred. This Limited Warranty does not cover normal wear and tear or discoloration on finishes, any product accidentally damaged or damaged during shipping, damaged by fire or water, tampered with or any product which has been improperly installed, abused, misused, worn out, altered, used for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding use of such product, nor does it cover corrosion related damage.

THIS LIMITED WARRANTY IS EXCLUSIVE. ROTO MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR ANY OTHER MATTER. No agent, employee or representative of Roto has any authority to bind Roto to any affirmation, representation, or warranty concerning Roto's products or parts, except as stated herein.

Roto's obligation under this Limited Warranty shall be exclusively limited to repairing or replacing any product which Roto finds to be materially defective in its sole judgment and discretion after a good faith investigation into a warranty claim made in accordance with this Limited Warranty. If the product should become materially defective during the warranty period, Roto will, at its option, repair or replace it with a substantially similar product or part. Roto's liability is limited only to the replacement value of the materially defective product, which shall be the customer's exclusive remedy and Roto's sole liability for a warranty claim under this Limited Warranty. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) as long as Roto remains willing or able to repair or replace the defective product within a commercially reasonable time after being notified of customer's warranty claim. Roto may, at its option, replace a materially defective product that has been discontinued with a substantially similar product. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY. ROTO SHALL NOT, IN ANY EVENT, BE LIABLE TO A CUSTOMER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF ANTICIPATED BENEFITS OR PROFITS WHETHER IN CONTRACT OR TORT FOR BREACH OF WARRANTY, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY OR FOR ANY OTHER REASON, RESULTING FROM THE PURCHASE OR USE OF ANY PRODUCT OR ARISING FROM THE BREACH OF THIS LIMITED WARRANTY EVEN IF ROTO KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Roto is not responsible for the cost of replacement of assembled parts, the cost of labor which may be required for the replacement of said product, the cost of shipping a replacement or defective product to or from Roto's distribution center or such other location where Roto directs customer to ship products in connection with a warranty claim or any interruptions in business occasioned by an inability to use any of the product for any reason whatsoever. Any oral or written description of the product is for the sole purpose of identifying the product and shall not be construed as an express warranty.

In order to make a warranty claim under this Limited Warranty, a customer shall notify Roto of any material defect warranted hereunder and ship the defective product to Roto's distribution center in Chester, Connecticut or such other location directed by Roto. Within a commercially reasonable time of receiving such products, Roto shall inspect such products and determine whether such products are eligible to be repaired or replaced under this Limited Warranty. If such products are eligible for repair or replacement under this Limited Warranty, Roto shall proceed to repair or replace such warranted product(s) within a commercially reasonable time and ship such repaired or replaced product(s) to customer, in accordance with customer's shipping instructions. Any products that Roto determines are not eligible to be repaired or replaced under this Limited Warranty shall be promptly returned to customer or disposed of, at customer's option.



This Limited Warranty is expressly and exclusively for the benefit of the customers. This Limited Warranty is not assignable or transferable to any third party, including any third-party purchaser of the products from a customer or any end user of a window or door manufacturer's finished product(s) such as a consumer purchasing such window or door manufacturer's finished product(s) in a consumer transaction. Notwithstanding the foregoing, if any of the products are "consumer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), applicable state law or comparable consumer protection laws applicable to the sale of the products to consumers in a jurisdiction other than in the United States of America and you are a consumer the following statements apply to you: (a) some jurisdictions do not allow the prohibition of assignment or transfer of this Limited Warranty to a consumer, so the herein contained limitations on assignment and transfer of this Warranty may not apply to you; (b) some jurisdictions do not allow limitations on implied warranties or on how long an implied warranty lasts, so the herein contained limitations with respect to implied warranties may not apply to you, **HOWEVER, IF ANY IMPLIED WARRANTY IS REQUIRED UNDER THE MMWA, AN APPLICABLE STATE LAW OR COMPARABLE CONSUMER PROTECTION LAW, IT IS LIMITED TO THE 10 YEAR DURATION OF THE LIMITED WARRANTY PROVIDED HEREIN;** (c) some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the herein contained limitation or exclusion may not apply to you; and (d) this warranty gives Roto's customers specific legal rights and you may also have rights which vary from jurisdiction to jurisdiction.

If any provision of this Limited Warranty is held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other applicable rule of law, that provision will be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule. In the event such provision is deemed severed, Roto and its customer or other party having rights under this Limited Warranty by law will negotiate in good faith to arrive at an alternative arrangement approximating the original intentions of this Limited Warranty. The remaining terms and conditions of this Limited Warranty will remain in effect.

*Delta handle products are warranted for a period of two (2) years from the date of purchase against defects in material and workmanship under normal use and service subject to the conditions and limitations set forth herein.