



## RBS PERFORMANCE PLUS REPLACEMENT WINDOWS

### RBS PERFORMANCE PLUS LIMITED WARRANTY

NOTE: THIS WARRANTY IS IN EFFECT FOR ALL RBS PERFORMANCE PLUS WINDOW PRODUCTS MANUFACTURED BEGINNING MARCH 1, 2011.

The Manufacturer issuing this warranty is:  
MIDWAY WINDOWS AND DOORS, INC. (known as manufacturer)  
6750 S. BELT CIRCLE DRIVE • CHICAGO, ILLINOIS 60638

Midway Windows and Doors, Inc., American Window Alliance member and manufacturer of RBS PERFORMANCE PLUS window products, warrants that the window frame and all operating parts to be free from manufacturing defects for the lifetime of the original purchaser, so long as the original purchaser retains ownership of the single family property in which the windows were installed. In addition, manufacturer warrants that the sealed insulating glass units will be free from manufacturing defects for as long as the original purchaser re-tains ownership of the single family property in which the windows were installed.

Manufacturer offers accidental glass breakage coverage to original purchaser for a period of 25 years from date of shipment. Glass breakage coverage is limited to single-family property only. Manufacturer will provide replacement parts for any parts that are deemed to have a manufacturing defect upon verification that they are indeed defective. Labor to replace the defective part or parts is not part of this warranty. The maximum liability shall be equal to the manufacturer's selling price for the original window. In lieu of replacement, the manufacturer shall, at its sole discretion reserves the right to refund the amount paid by the original purchaser of the window, to the manufacturer, not including the installation cost.

This warranty is transferable to the second owner for a period of ten years from date of ownership change for the frame, operating parts, and insulated glass seal of the window. The glass breakage coverage is not included in this transfer. This is the only transfer covered by this warranty. All coverage stated in this warranty applies to single-family property only. Non single-family property will have coverage for ten years on all frame, all operating parts, and insulated glass seal. Additionally, the warranty on any repaired product shall extend to the balance of the warranty period in effect at the time the product is proven defective.



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## Limitations

The manufacturer shall have no responsibility or liability for:

- Defects or failure caused in whole or part by improper handling or storage, or by installation not in accordance with good building practice or the manufacturer's written instructions.
- Defects, damage, distortion or misalignment of frames or sash caused in whole or part by installation methods, surrounding construction or use of expandable insulating or installation foam.
- Condensation on any window surface.
- Damage to the product caused by impact of foreign objects, acts of God, fire, explosion or other causalities.
- Windows that have been painted, varnished, or otherwise coated over the solid vinyl surface, except when such paint, varnish, or other coating is performed by the manufacturer.
- The effects of aging or weathering including exposure to the elements; defects or damage caused by the effects of air pollution or exposure to chemicals.
- Damage to seatboards or sideboards caused by failure to protect wood surface against moisture.
- The result of finishing (painting, staining, varnishing, or coating) the interior surface of the vinyl window, except when such applications are part of the manufacturer's manufacturing process.
- Incidental or consequential damage caused by defect or failure of any warranted product, including labor to affect repair of such damage or defect.
- Windows that were modified after leaving control of the manufacturer.
- The level of initial fill or retention of gas within insulating units.
- Painted or other factory coated products; the coated surfaces shall be covered solely by the paint or coating manufacturer's warranty.
- Compliance with building codes; permit, site or building specific requirements.
- Misuse, abuse, or failure to maintain products.

The manufacturer reserves the right to discontinue or modify any of its products, including the color thereof, without giving proper notice. If the manufacturer replaces any products under this warranty, it may substitute products, which are designated by the manufacturer to be of comparable quality or price range in the event the products initially installed have been discontinued or modified.

## OTHER CONDITIONS/LIMITATIONS OF REMEDY

**THE MANUFACTURER'S WARRANTY AS STATED ABOVE IS THE SOLE WARRANTY APPLICABLE TO RBS PERFORMANCE PLUS PRODUCTS AND, REGARDLESS OF LEGAL THEORY, INCLUDING NEGLIGENCE OF THE MANUFACTURER, CONSTITUTES THE EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO PRODUCT CONDITION OR PERFORMANCE. THE MANUFACTURER MAKES NO OTHER WARRANTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE MANUFACTURER SHALL NOT BE LIABLE FOR A BREACH OF ANY OTHER WARRANTY INCLUDING ANY IMPLIED WARRANTIES OF**



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**MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. REGARDLESS OF LEGAL THEORY PURCHASER AGREES THAT ANY OBLIGATION OR LIABILITY OF THE MANUFACTURER IS CONTINGENT UPON RECEIVING BOTH PROPER NOTICE OF THE CLAIM DIRECTLY FROM THE PURCHASER AND AN OPPORTUNITY TO RESPOND PER THE TERMS OF THIS WARRANTY. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES REGARDLESS OF LEGAL THEORY. PURCHASER ACKNOWLEDGES THAT THE EXCLUSIVE REMEDY SHALL BE REPLACEMENT PARTS OR REFUND ONLY ON THE TERMS STATED IN THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES OR DISCLAIMER OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION OF EXCLUSION MAY NOT APPLY TO YOU.**

### **Important Note:**

- Manufacturer's products are often designed and tested in accordance with requirements established by the American Architectural Manufacturer's Association ("AAMA") and National Fenestration Rating Council ("NFRC"), which measure performance criteria in a laboratory setting or by simulation. The manufacturer manufactures its products for original product sale using the same methods and materials as in the tested sample product. Given the tolerances inherent in materials and manufacturing, as well as the potential effect on handling and storage, a variance in individual performance values from those obtained in AAMA and NFRC testing may exist. Such variations do not constitute an impairment of operation or usage and do not constitute a covered defect.
- Non-standard sizes and milled product may not be rated or supported by AAMA certification testing.

### **How to Provide Proper Notice of a Claim**

Products are warranted by Midway Windows and Doors, Inc. Should any product require service parts, we require that you follow this procedure:

1. Within sixty (60) days of the manifestation, notify the contractor or installer who installed the window in order to provide an opportunity to investigate the claim and examine the product claimed to be defective. Proof of date of purchase and installation must accompany the claim.
2. The manufacturer of the window must be notified of the claim in writing. The manufacturer will then investigate the claim and if a defect covered by this warranty is confirmed, the manufacturer will, within a reasonable amount of time after inspection, provide replacement parts, or at its discretion refund the amount paid by the original purchaser for the affected component or product, per the terms of this warranty.



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## Important Information Regarding Window Safety

Every family member should know how to operate the windows used for fire emergencies. Delays in escaping from a fire cost lives and increase injuries. Make sure your windows open easily from the inside and are not blocked by furniture or other objects. Remember that security bars, grills, and grates not only keep intruders out; they can also lock you in. The same holds true for window guards. In an emergency everyone should always be able to get out through an operable window without using tools, keys, special knowledge or effort.

**WARNING! NEVER DEPEND ON INSECT SCREENS TO PREVENT FALLS. INSECT SCREENS ARE DESIGNED TO PROVIDE VENTILATION AND KEEP INSECTS OUT. INSECT SCREENS WILL NOT HOLD EVEN A PORTION OF A CHILD'S WEIGHT AGAINST THEM.**



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