

## INSTALLATION SERVICES LIMITED WARRANTY

for the

# *Simonton 6500 Windows & Doors* (“Product”)

**NOTICE: THIS WARRANTY IS SUBJECT TO ARBITRATION OF DISPUTES AT HOME DEPOT’S SOLE OPTION AND IS A CONDITION OF THE WARRANTY**

### DEFINITIONS

**Commercial Installation** means Installation of the Product into any building or house other than an owner-occupied single-family residence.

**Defect** means Installation Services that are found not to be in compliance with manufacturer’s installation instructions.

**HIA** means the Home Improvement Agreement between Customer (“You”) and Home Depot related to the Installation of the Product, including any related change orders.

**Installation or Installation Services** means installation of the Product by Home Depot or a Service Provider, and shall refer to either a Residential Installation or a Commercial Installation.

**Residential Installation** means Installation of the Product into any owner-occupied single-family residence.

**Service Provider** means an independent contractor, authorized by Home Depot, and its employees, agents, and subcontractors.

**Warranty Period** means, in the case of a Residential Installation, 5 (five) years from the Installation completion date under the HIA or, in the case of a Commercial Installation, 1 (one) year from the Installation completion date. *The Warranty Period will **NOT** be extended by any repair or replacement of the Product.*

### TERM AND CONDITIONS

**Limited Warranty (“Warranty”).** Home Depot warrants that the original Installation of the Product will be performed with good workmanship and conform to the requirements of the HIA during the Warranty Period. This Warranty **excludes** any defect in manufacturing, materials or craftsmanship of the Product, including, but not limited to, defects covered under the Manufacturer’s Product warranty or any other warranties relating to the Product, including any implied warranties of merchantability or fitness for a particular purpose.

**Remedy.** During the Warranty Period and within a reasonable time after receiving notice from You of a Warranty claim for a Defect, Home Depot will, in its sole discretion:

- (i) correct, repair, or authorize the repair or replacement of each Defect, OR
- (ii) remove each Defect OR

- (iii) refund all or a proportional amount of the purchase price to You depending upon the Defect.

**THESE REMEDIES WILL BE THE CUSTOMER’S EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF HOME DEPOT FOR ANY DEFECT.**

**One Transfer of this Warranty Permitted during First Year of Warranty Period for Residential Installations.** Other than in the case of Commercial Installations, if You sell your home during the first year of the Warranty Period, and provided that the Home Depot is provided with notice of such transfer as required here (“**Permitted Transfer**”), Home Depot will extend coverage under this Warranty for the unused portion of the Warranty Period to the new owner of the home (subject to the same limitation and exclusions provided here). The Warranty on Commercial Installations is non-transferable.

A Permitted Transfer will be effective only if the Home Depot is provided with notice of the transfer **within 30 (thirty) days after the transfer of ownership** of the premises where the Products are installed. The Home Depot may be notified as follows:

- (i) by phone call at 1-877-903-3768 (1-877-90DEPOT)

The Home Depot will require:

- the original Purchaser name and address
- the original Product Installation date
- a copy of the original HIA under which the Products were installed
- the new Homeowner name and telephone number
- proof of premises ownership (e.g. property deed or sale document)

Including a copy of this Warranty will expedite the Warranty transfer. After the conclusion of the first year of the Warranty Period, this Warranty is no longer transferable and any later transfer of the ownership of the premises will void the Warranty.

### **Labor Charges.**

**On-site Inspection Fee:** Home Depot reserves the right to inspect the Product and the surrounding area before validating coverage of a claim for a Defect under this Warranty, and may charge You a fee for such on-site inspection. If Home Depot validates a Defect covered by this Warranty, Home Depot will refund the inspection fee.

**Charges for labor that are not covered under this Warranty:**

#### **Residential Installations**

- Home Depot will pay for labor charges related to repairs of Product defects (that are covered under Manufacturer’s Product warranty) for 2 years from the Installation completion date for Residential



Installations. Thereafter, Home Depot is NOT responsible for any labor or other costs related to repairs of Product defects including, but not limited to, on-site inspections.

- If Home Depot or its Service Provider performs any labor to repair a Product defect under the Manufacturer's Product warranty (including, for example, removal, replacement, installation or reinstallation, and/or disposal of defective products(s), or finishing or refinishing replacement products or component) after 2 years from the Installation completion date or otherwise performs services or repairs on the Product that are not covered under this Warranty at any time, You will be responsible for payment of all associated service charges, fees and expenses of the Home Depot or its Service Providers for such labor, unless otherwise provided in the Manufacturer's Product warranty.

#### Commercial Installations

- Home Depot is NOT responsible for any labor or other costs related to repairs of Product defects (regardless of whether such repairs are covered under Manufacturer's Product warranty), including any fees for on-site inspections, for Commercial Installations.
- If Home Depot or its Service Provider performs any labor to repair a Product defect under the Manufacturer's Product Warranty (including, for example, removal, replacement, installation or reinstallation, and/or disposal of defective products(s), or finishing or refinishing replacement products or component) or otherwise performs services or repairs on the Product that are not covered under this Warranty for a Commercial Installation, You will be responsible for payment of all associated service charges, fees and expenses of the Home Depot or its Service Providers for such labor, unless otherwise provided in the Manufacturer's Product warranty.

**Conditions to Warranty.** This Warranty will be void and all claims for Warranty repair will be forfeited if:

- (i) anyone other than Home Depot, its Service Providers, or a contractor authorized by Home Depot performs work on or otherwise removes or modifies the Product, Product components, or the Installation of the Product (even if You authorize such action); OR
- (ii) You fail to pay Home Depot in full as required under the HIA. For the avoidance of doubt, if full payment to Home Depot is delinquent, the Warranty Period will still commence on the Installation completion date (once full payment is made) and NOT the date of payment.

**Exclusions.** This Warranty does not apply to any Defect caused by or resulting from: Abuse, misuse, neglect, acts of

god, accident, any cause beyond our reasonable control (e.g. fire, flood, earthquake, other acts of nature, riot or civil disorder, acts of terrorism, acts of third parties outside our control), deliberate damage and/or damage caused by vandalism, lack of prescribed or standard care and maintenance or improper care/cleaning including but not limited to caulking, normal wear and tear and natural weathering of surfaces, including normal wear and tear of weatherstrip, insect or domestic or non-domestic animal activity, improper use, finishing, maintenance or operation inconsistent with Manufacturer's OR Home Depot's recommendation and instructions, faulty building or residence design or construction, including, without limitation, building settlement or structural failures of walls or foundations, or modifications to the area surrounding the Installation, Installation into a condition that is outside product design standards and/or certified performance specifications and/or does not apply with applicable building codes, subjection to environmental conditions outside of the design limits of the product, subjection to improper temperature, humidity or other environmental conditions including, but not limited to, harmful fumes, vapors, solvents, chemicals or pollutants in the atmosphere, slight expansion or contraction due to varying environmental conditions, or Customer-requested alterations to the Product or Installation that are outside the scope of standard installation including, but not limited to, the addition of any accessory or to accommodate an alarm system that may be attached to the Product (Home Depot is not responsible for reconnecting a door or window to an alarm).

**Claim Requirements.** YOU MAY BE REQUIRED TO PROVIDE A COPY OF THIS WARRANTY FOR WARRANTY SERVICE. Claims must be initiated during the Warranty Period, and should be made within 30 (thirty) days of the date that the claimed Defect was first discovered, or reasonably could have been discovered. To submit a claim, please contact The Home Depot At-Home Services at:

**by phone call at 1-877-903-3768 (1-877-90DEPOT)**

You will be required to provide:

- original Purchaser Name
- current Homeowner Name
- address and telephone
- proof of premises ownership (e.g. property deed or sale document)
- original Product Installation date
- proof of purchase (e.g., Home Improvement Agreement) and/or other proof of Warranty coverage (e.g., proof of valid transfer of Warranty from original owner to transferee)
- a copy of this Warranty
- description of the alleged Installation defect, and, upon Home Depot request, photos of the alleged defect. Submission of photos of the alleged defect will expedite the claim process.

Home Depot reserves the right to require that additional information and/or evidence of claimed Defect be provided



upon request. Home Depot also reserves the right to inspect the Product and the area surrounding following the receipt of notification of the claimed Defect.

**Limitation on Warranties.** THE WARRANTIES OF HOME DEPOT IN CONNECTION WITH INSTALLATION OF THE PRODUCT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTY SET FORTH IN THIS DOCUMENT.

NO OTHER WARRANTIES ARE MADE OR GIVEN BY HOME DEPOT OR ANY HOME DEPOT SERVICE PROVIDER AND HOME DEPOT EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF FITNESS OF PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER ORAL, EXPRESS OR IMPLIED WARRANTIES.

TO THE EXTENT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW.

HOME DEPOT MAKES NO WARRANTIES RELATED TO THE PRODUCT AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING TO THE PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CLAIMS FOR PRODUCT DEFECTS (REGARDLESS OF WHETHER SUCH PRODUCT DEFECTS ARE COVERED BY THE MANUFACTURER'S WARRANTY). ANY MANUFACTURER'S WARRANTIES PROVIDED FOR THE PRODUCT(S) WILL BE PASSED THROUGH BY HOME DEPOT TO YOU, AND YOU AGREE TO LOOK SOLELY TO SUCH MANUFACTURER FOR REMEDY OF ANY DEFECT IN SUCH PRODUCT(S).

THIS WARRANTY DOES NOT COVER ANY CLAIMS FOR LOST USE, LOST PROFIT, LOST REVENUE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE INSTALLATION, THE MATERIALS, THE PRODUCT OR SERVICES OF THE HOME DEPOT OR ITS SERVICE PROVIDER.

IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE OR ANY DISCLAIMERS OR LIMITATIONS ON LIABILITY ARE DEEMED VOID OR UNENFORCEABLE, IN NO EVENT WILL HOME DEPOT'S TOTAL LIABILITY EXCEED THE LESSER OF THE ORIGINAL PRODUCT INSTALLATION COSTS CHARGED TO CUSTOMER OR THE AMOUNT HOME DEPOT WOULD CHARGE FOR SERVICES TO REPAIR SUCH INSTALLATION DEFECTS.

**No Oral Modifications.** HOME DEPOT WILL NOT BE BOUND BY ANY COMMITMENTS THAT ARE NOT EXPRESSLY STATED IN THIS WARRANTY OR THE HIA. HOME DEPOT DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH ITS INSTALLATION SERVICES. This

Agreement may not be changed orally and no modification, amendment or waiver of any provision contained in this Warranty, or any future representation, promise or condition will be binding upon Home Depot or Customer unless it is made in writing and signed by both parties.

**Interpretation; Severability.** This Warranty and the HIA are intended to be complementary in relation to the subject matter covered under this Warranty. However, in the event of any inconsistency between the provisions of this Warranty and the HIA, the terms and conditions of this Warranty will control. If any specific term of this Warranty is prohibited by any applicable law, it will be null and void, but the remainder of this Warranty will remain in full force and effect. This Warranty shall be governed by and interpreted in accordance with the laws of the State where the Product is installed.

#### **IMPORTANT: DISPUTE RESOLUTION PROCESS**

Please carefully read this information regarding Home Depot's dispute resolution process. If Customer is dissatisfied with the remedy provided by Home Depot for a claim under this Warranty, and if the matter cannot be settled through negotiation, then, any claims, disputes, or other matters in question between the Parties related to this Warranty may, at Home Depot's sole discretion, be decided by binding arbitration. Any arbitration related to this Warranty shall be conducted in accordance with the Home Construction Arbitration Rules of the American Arbitration Association. If Home Depot elects to have any such dispute decided by binding arbitration, Home Depot agrees to pay any initial fees required to commence such arbitration, and You and Home Depot agree to waive the rights to (i) file an action in State Court and (ii) a trial by jury. Further, in such case, the award rendered by the arbitrator(s) is final and binding, and may be entered into any court or tribunal having jurisdiction thereof.

