

Effective January 8, 2024

STANDARD LIMITED WARRANTY

This Standard Limited Warranty is given by ASSA ABLOY Fenestration, LLC (“Seller”) to the original purchaser of a Covered Product. Covered Product is exclusively defined as a product sold directly by Seller.

Standard Limited Warranty against Defects in Materials and Workmanship:

Seller will repair or replace any Covered Product, at its sole option, which is exclusively determined by Seller to be defective in material or workmanship for the stated time period defined below. Seller reserves the right to substitute an equivalent product for any discontinued Covered Product. In no case shall the repair or replace exceed the original value of the product supplied by Seller.

Disclaimer of all Other Warranties:

EXCEPT AS EXPRESSLY SET FORTH IN THIS STANDARD LIMITED WARRANTY OR BY OTHER WARRANTY AGREEMENTS MADE EXCLUSIVELY BY SELLER TO PURCHASER IN WRITING, NO OTHER WARRANTIES ARE MADE BY SELLER AND, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Standard Limited Warranty Periods:

Product Category	Limited Warranty Period (a)(b)(c)
Caldwell Brand Constant Force Window Balances	10 years
Caldwell Brand Block & Tackle Window Balances	10 years
Caldwell Brand Ultra-Lift Extreme Window Balances	10 years
Caldwell Brand Ultra-Lift Window Balances	5 years
All Other Caldwell Brand Products	5 years
All Other Covered Products	1 year

- (a) Under no circumstances shall the Standard Limited Warranty Period extend beyond the applicable warranty period provided by the manufacturer of the window, door or other product in which the Covered Product is installed or contained.
- (b) Seller reserves the right to define which Covered Product falls within a specific product category.
- (c) In jobs where Ultra-Lift Extreme Class 6 is not provided for all sizes, Seller shall extend Ultra-Lift Class 5 Balances Limited Warranty Period to 10 years.

Exclusions to Standard Limited Warranty:

This Standard Limited Warranty does not cover any labor costs or expenses of any party, incurred in connection with the repair or replacement of any defective Covered Product. Seller is not responsible under this Limited Warranty for any costs or expenses related to the inspection, removal, shipping, installation or reinstallation of

any defective Covered Products. This Limited Warranty does not cover any defects caused by or resulting, but not limited to, any of the following:

(1) Incorrect application of Seller's product, in Seller's exclusive judgment. (2) Poor design standards and out of tolerance specifications of the product or system containing the Covered Product. (3) Normal wear and tear. (4) Discoloration due to normal wear and tear and naturally occurring changes to finishes including painting and plating. (5) Improper or deficient installation or maintenance. (6) Accidents or intentional acts of parties other than Seller. (7) Modification, alteration, repair or other change to the Covered Products by any party other than Seller. (8) Improper use, abuse, misuse or neglect. (9) Damage incurred during handling or shipping by parties other than Seller. (10) Settlement or movement, or faulty design or construction, of the building or other structure into which the Covered Products are installed. (11) Acts of God, including without limitation fire, hurricane, hail, flood, lightning, earthquake or other extreme weather events or conditions. (12) Exposure to excessive heat, cold or moisture, or harmful chemicals or substances, including without limitation those found in cleaning products, salt water, acid rain, alkaline or other air pollutants or corrosive materials. Warranty will not apply for installation within 4 miles of a coastal area. (13)

- Normal maintenance schedules must be adhered to for all applications, including cleaning of tracks on moving doors and removal of any obstructive build up or debris on doors and windows. (14)

Limitations of Liability:

In no event shall Seller be responsible for (i) any indirect, consequential, incidental, punitive or special damages (including without limitation damages for lost profits, loss of use, business interruption or for the procurement of substitute products), even if Seller has been advised of the potential for such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise, (ii) any damage to the building or structure in which the Covered Products are installed or to any surrounding or component products or surfaces resulting from Seller's repair or replacement of any defective Covered Product, unless caused by Seller's gross negligence or intentional misconduct, (iii) any damages in excess of the aggregate amount of monies paid by the original purchaser for the applicable defective Covered Product, or (iv) any remedy other than the repair or replacement, at Seller's sole discretion, of the defective Covered Product. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS LIMITED WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO ANY DEFECTIVE COVERED PRODUCTS.

Other Terms and Conditions:

This Limited Warranty is not transferable or assignable by the original purchaser of the Covered Product(s), and any attempted transfer or assignment shall be null, void and ineffective. This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of New York. If any provision of this Limited Warranty is held invalid by any law or regulation of any government or by any court,

such invalidity shall not affect the enforceability of the remaining provisions in this Limited Warranty. No representative, dealer or any other party is authorized to make any warranty, representation or promise with respect to the Covered Products, and no agreement or understanding purporting to modify this Limited Warranty shall be binding on Seller unless made in writing and signed by a duly authorized officer of Seller.

Standard Limited Warranty Claims:

In order to make a valid claim under this Standard Limited Warranty, the original purchaser of the allegedly defective Covered Product must provide written notice of the defective condition to ASSA ABLOY Fenestration, P.O. Box 92891, Rochester, New York, 14692 or via email to fenestration@assaabloy.com. The written notice must be received by Seller prior to the expiration of the Standard Limited Warranty Period and must be accompanied by a copy of this Standard Limited Warranty. The following information must be submitted with the warranty claim: name and address of claimant, email address, phone number, part number, purchase order transaction including date of purchase, quantity, description of alleged failure (alleged specification not met or alleged defect). Seller will contact the original purchaser within ten (10) business days of its receipt of a claim hereunder and samples of alleged defective product will be required for evaluation and review under the warranty terms noted in this document. A return tracking number, ship to location and contact will be provided and must be used for any return.