Spencer Walcott Vinyl Windows
Limited Lifetime Manufacturer's Warranty

Thank you for your recent purchase of Mathews Brothers products. You have made a wise investment in your home. We are confident you will enjoy many years of trouble free performance from these products, and you can rest assured your purchase will enhance your home's value.

Mathews Brothers Company Product Commitment

Mathews Brothers Company (herein referred to as MBC), the manufacturer, warrants that every Spencer Walcott window it makes, including Sealed Insulating Glass Units, will be free from covered manufacturing defects during the lifetime of the original consumer purchaser so long as the purchaser retains ownership of the residence in which the windows were installed. Period.

This Limited Lifetime MBC Manufacturer's Warranty is applicable to Spencer Walcott Vinyl Window products sold by a MBC dealer after January 1, 2019. The MBC Manufacturer's Warranty is further explained by and subject to each of the terms and limitations set forth below:

Scope of Product Warranty

A) MBC warrants that the entire window and all its parts including Sealed Insulating Glass Units will be free from manufacturing defects which are the cause of a significant impairment of operation or performance ("covered manufacturing defect") so long as the original purchaser retains ownership of the residence in which the windows were originally installed.

B) Upon proper notice, MBC, at its election and free of charge to the original purchaser, will either repair or provide a replacement for any component or product proven to be suffering from a covered manufacturing defect during the applicable Product Warranty period. The maximum liability shall be equal to the manufacturer's selling price of the affected product. MBC shall in no event be liable for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product, except as outlined under the "Rest Assured Labor Protection" below. In lieu of any replacement or repair, MBC reserves the right, at its sole discretion, to refund the amount of the manufacturer's selling price for the affected component or product, not including installation cost, in full satisfaction of any claim.

C) In the event the original purchaser sells the property in which the windows are installed, the coverage provided by this Product Warranty will be transferred to the first subsequent owner and will be limited in duration to twenty (20) years for the window and its non-glass components and twenty (20) years for insulating glass units from date of original product sale. Assignments or transfers, other than as provided for in this Product Warranty, are prohibited without the express written consent of MBC.

D) The lifetime duration offered by this Product Warranty covers only residential homes, town homes and condominium units, and does not apply to products installed in any other structure including without limitation commercial construction, apartments or dormitories. For such other purchasers, entities or buildings to which the lifetime coverage does not apply, the warranty period will be limited in duration to twenty (20) years for windows and twenty (20) years for insulating glass units following the date of original product sale.

E) Additionally, the repair or replacement of any product under this Product Warranty shall not extend the balance of the warranty period in effect at the time proper notice of claim is given or create a new warranty.

F) If the product utilizes a wooden seatboard or sideboard, the warranty for that window will be for a maximum of ten (10) years from the date of original product sale.

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2019-05-SW-Windows

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Product Limitations

Mathews Brothers Company (MBC) shall have no responsibility or liability for:

- Installations in locations that exceed the design pressure of the product
- Defects or failure caused in whole or part by improper handling or storage, or by installation not in accordance with good building practice or MBC'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.
- Windows that were modified after leaving the control of MBC.
- Defects or failure caused in whole or in part by the formation of a heat trap due to, but not limited to, shading devices or insulated coverings.
- Defects or failure caused in whole or in part by, but not limited to, modifications, alterations, or adaptations such as glass tinting, glass films, security systems, limit devices, locks, or guards.
- Damage to the product caused by impact of foreign objects, acts of God, fire, explosion or other casualties.
- Windows that have been painted, varnished, or otherwise coated over the original solid Vinyl surface, except when such paint, varnish, or other coating is performed by MBC.
- 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 Spencer Walcott Vinyl windows, except when such applications is part of the original MBC 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 the control of MBC.
- Glass breakage of any kind. *However, Spencer Walcott window products are warranted to be free from stress cracks for five (5) years from the date of manufacture.*
- The level of initial fill or retention of gas within insulating glass units.
- Painted, laminated, or other factory coated products: the coated surfaces shall be covered for a period of twenty (20) years from date of original product sale by MBC.
- Compliance with building codes; permit, site or building specific requirements.
- Misuse, abuse, or failure to maintain MBC products

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

Rest Assured Labor Warranty

Experience shows that the vast majority of window warranty claims are made within the first three (3) years of installation. The windows produced by MBC are covered by an exclusive "Rest Assured Labor Warranty" feature assuring you the maximum protection for a period of five (5) years following the date of original product sale.

Scope of Service Warranty

Upon proper notice of a covered manufacturing defect within five (5) years from the date of original product sale, MBC will provide, at its sole discretion, either a repair or replacement, including required accompanying labor, for any window component proven to be defective. Any labor charge to be incurred must be pre-approved by MBC.

Simply put, if proper notice of a covered manufacturing defect is given during the five (5) year Rest Assured Service Warranty period, MBC will cover up to 100% of the direct cost of the components and labor required to repair or replace the defective component or product. The maximum liability with Rest Assured Labor Protection will be equal to the reasonable cost to repair or replace the defective product at current value, including labor directly required for the repair or removal of the original product and installation of any replacement product.

Rest Assured Service Warranty Limitations

Mathews Brothers shall have no responsibility or liability for labor or cost of labor to affect repair of damage or defect for:

- Windows installed in non-residential homes including, without limitation, commercial construction, apartments, or dormitories.
- Windows installed in excess of thirty (30) feet above grade.
- Windows installed in excess of thirty (30) feet above interior finished floor.
- Windows with encumbered access externally or internally.
- Windows with external or internal obstructions.
- Windows without an unencumbered, level surface, free of obstructions, that is a minimum of eight (8) feet deep by twelve (12) wide located directly below the window within thirty (30) feet of the top of the window.
- Windows without a clear pathway of at least four (4) feet in width granting access to the windows or the work surface.
- Adverse site conditions due to weather can cause delays or rescheduling.

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Other Conditions / Limitation of Remedy

THE MBC MANUFACTURER'S WARRANTY AS STATED ABOVE IS THE SOLE WARRANTY APPLICABLE TO SPENCER WALCOTT WINDOWS AND, REGARDLESS OF LEGAL THEORY, INCLUDING NEGLIGENCE OF MBC, CONSTITUTES THE EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO PRODUCT CONDITION OR PERFORMANCE. MBC MAKES NO OTHER WARRANTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. MBC SHALL NOT BE LIABLE FOR A BREACH OF ANY OTHER WARRANTY INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. REGARDLESS OF LEGAL THEORY PURCHASER AGREES THAT ANY OBLIGATION OR LIABILITY OF MBC IS CONTINGENT UPON RECEIVING BOTH PROPER NOTICE OF A CLAIM DIRECTLY FROM PURCHASER AND AN OPPORTUNITY TO RESPOND PER THE TERMS OF THIS WARRANTY. IN NO EVENT SHALL MBC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES REGARDLESS OF LEGAL THEORY. PURCHASER ACKNOWLEDGES THAT THE EXCLUSIVE REMEDY SHALL BE REPAIR, REPLACEMENT, OR REFUND ONLY ON THE TERMS STATED IN THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DISCLAIMER OF IMPLIED WARRANTIES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Important Note:

MBC 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. MBC manufactures their 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 of handling and usage, 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 mulled product may not be rated or supported by AAMA certification testing. This limited warranty gives you specific legal rights and you may also have other rights that vary from state to state.

How to Provide Proper Notice of a Claim

Spencer Walcott Vinyl windows by Mathews Brothers are covered by one of the most comprehensive warranties available today. Products are warranted by the original manufacturer. Should any Spencer Walcott Vinyl window product require service, we require that you follow this procedure:

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1. Within sixty (60) days of 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. Mathews Brothers must be notified of the claim in writing. MBC will then investigate the claim and if a defect covered by this warranty is confirmed, MBC, within a reasonable amount of time after inspection, will either repair or replace the defective window or, at its discretion refund the amount paid by the original purchaser for the affected component or product per terms of this warranty.

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 costs 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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