

**LAWSON INDUSTRIES, INC. ALUMINUM WINDOW & DOOR LIMITED WARRANTY**

**IMPORTANT NOTICE REGARDING YOUR RIGHTS: Read this entire Lawson Limited Warranty (“Limited Warranty”), including all limitations, disclaimers, and the arbitration and class action waiver before purchasing, installing or using Your Lawson Industries Aluminum Window or Lawson Industries Aluminum Door (“Lawson Aluminum Product”) as they contain important information regarding Your rights. Before installing or using Your Lawson Aluminum Product, please read the *Lawson Maintenance & Cleaning Information* for the required care and maintenance of Your Lawson Aluminum Product (available on lawsonwindows.com). Lawson Industries, Inc. (“Lawson”) is not responsible for any loss or damage resulting from the use of Your Lawson Aluminum Product inconsistent with the instructions or information set forth in the *Lawson Maintenance & Cleaning Information* or Limited Warranty. By purchasing, installing or using Your Lawson Aluminum Product, You are acknowledging that this Limited Warranty is part of the terms of sale and You are agreeing to the terms, conditions, disclaimers, limitations, and waivers in this Limited Warranty. You further acknowledge and agree that the price of the Lawson Aluminum Products reflects all the terms of the Limited Warranty, including the Disclaimer of Implied Warranties, Limitation of Liability, and Limitation of Remedies, and that without their inclusion, in whole or in part, the price of the Lawson Aluminum Products would be substantially higher. If you do not understand any of the terms of this Limited Warranty or the Arbitration Agreement, consult an attorney.**

1. Disclaimer of Implied Warranties, Limitation of Liability, and Limitation of Remedies.

This Limited Warranty is the sole and exclusive warranty for Your Lawson Aluminum Product and is the only warranty, written or oral, for Your Lawson Aluminum Product. **NEITHER LAWSON INDUSTRIES, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES, REGARDING YOUR LAWSON ALUMINUM PRODUCT, AND LAWSON INDUSTRIES, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES AND SELLER DISCLAIM OR EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** This disclaimer of implied warranties may be limited or ineffective if You are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the express Limited Warranty for the products in question.

This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF LAWSON INDUSTRIES, INC. UNDER THIS LIMITED WARRANTY) SHALL LAWSON, ITA PARENTY COMPANIES, ITS SUBSIDIARIES OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY LAWSON ALUMINUM PRODUCT.** “Seller” is defined to include the party Your Lawson Aluminum Product was purchased from and the distributor of Your Lawson Aluminum Product. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to You.

**THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER OR USER, AND THE SOLE LIABILITY OF LAWSON INDUSTRIES, INC., ITS PARENT COMPANIES, ITS SUBSIDIARIES AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF LAWSON, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF LAWSON INDUSTRIES, INC. OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT.** Replacement products or components shall be a reasonably similar current product and may not exactly match the original. Even where Lawson chooses to repair or replace product or component within the respective periods covered as set forth below, the costs covered by this warranty do not include any labor costs for repairing or replacing the product or component, or any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Lawson product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Lawson Industries, Inc. or Seller provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or component, or refund of the purchase price), then Purchaser and/or User agree that this limitation of remedy shall not have failed of its essential purpose.

Purchaser and User acknowledge and agree that limiting any potential recovery to the purchase price of the product (or replacement of product) is an appropriate allocation of risk between Lawson Industries, Inc., seller, and the purchaser/user given the inherent risks and uncertainties inherent in construction outside of Lawson’s and seller’s control such as product storage, installation, finishing, etc.. Purchaser and user acknowledge and agree that limiting any potential recovery to the purchase price of the product (or replacement of product) is reflected in the purchase price of the product, and without this limitation the purchase price of the product would be significantly higher.  If the purchaser and/or user would like different Disclaimer of Implied Warranties, Limitation of Liability, or Limitation of Remedies, or other term of this Limited Warranty, which could substantially increase the price of the product, purchaser and/or user may contact a corporate officer of Lawson Industries, Inc. to discuss different terms and a different product price. Any such agreement is only valid if signed in writing by a corporate officer of Lawson Industries, Inc.. An electronic signature will not satisfy this provision.

No dealer, distributor, parent company, or subsidiary is authorized to modify this Limited Warranty or make a warranty or create any obligation on Lawson Industry Inc.’s behalf.

1. Arbitration and Class Action Waiver (“Arbitration Agreement”)

**YOU** and Lawson Industries, Inc. and its parent companies and subsidiaries **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR LAWSON PRODUCTS (INCLUDES LAWSON GOODS AND LAWSON SERVICES, AND IS NOT LIMITED TO LAWSON ALUMINUM WINDOW AND DOOR PRODUCT) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. In the United States, any disputes arising out of or relating to Your Lawson Products shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, if available (otherwise under its Consumer Arbitration Rules), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.** In addition, if Your Lawson Products were purchased directly or indirectly from a Lawson Branded Distributor, You and the Lawson Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your Lawson Products and waive the right to have a court or jury decide Disputes. **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR LAWSON PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Lawson Industries, Inc. no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Lawson Goods. To opt out, You must send notice by email to info@lawsonwindows.com with the subject line “Arbitration Opt Out” or by calling 305-696-8660. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Lawson Products. Lien and/or collection actions by Lawson Industries, Inc. or a Lawson Branded Distributor to collect unpaid invoices or debts not involving product defect or performance claims are exempt from this Arbitration requirement.

1. Covered Parties and Products

This Limited Warranty applies to the original purchaser (also referred to as “You” or “Your”). This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term “You” and “Your” is both singular and plural as the case may be. This Limited Warranty applies to Lawson Aluminum Products purchased on or after November 29, 2023, and installed within the United States and Canada. This Limited Warranty supersedes all prior Limited Warranties for Lawson Aluminum Products sold on or after November 29, 2023.

1. Limited Warranty Coverage, Limited Warranty Coverage Limitations, Transferability, Shipping Charges and Notice.

**Limited Warranty Coverage**

If You provide Lawson Industries, Inc. notice of a defect in materials or workmanship that significantly impairs the operation and function in Your Lawson Aluminum Product as set forth below within the timeframe specified in the tables below that starts from the date of sale by a Lawson authorized dealer to the original purchaser, Lawson Industries, Inc. shall, at its sole option: 1) have the defective part(s) or product(s) repaired or replaced or 2) have the original purchase price refunded. Repairs or replacements will be the closest equivalent current product or component and may not exactly match the original. Normal wear and fading are not covered, with additional clarification provided in the Limited Warranty Coverage Limitations. This Limited Warranty does not cover labor and is not transferrable.

GLASS

Heat Strengthened and Tempered Glass: Heat strengthened glass and tempered glass meet at the time of sale ASTM Standard Specification C1048-92, and tempered glass meet at the time of sale the requirements of the Safety Glazing Certification Council. Lawson does not warrant that these respective specifications or requirements will be met after the time of sale. Any claim for any alleged defect under this paragraph must be made within a year of the date of purchase.

The original glass is slightly modified by the heat strengthening process, causing reflected images to be more distorted than annealed glass. Warp, bow, and roller distortion are inherent characteristics of heat strengthened glass. Distortion of reflected images cannot be entirely eliminated with even the best equipment and craftmanship during the production of heat strengthened glass.

Laminated Glass Unit: 5 years – defects resulting in visual obstruction or delamination.

Insulated Glass Unit: 10 years – seal failure causing impaired vision due to moisture, film or dust between the glass.

Glass Stress Cracks: 1 year – stress cracks in glass panels. This covers the glass developing a crack without sign of impact or added stress to the glass. Lawson reserves the right to inspect to determine whether the claimed crack is an authentic and bona fide stress crack covered by this provision and whether glass replacement is warranted.

NON-GLASS COMPONENTS

Aluminum Frame and Sash Members: 3 years – materials and workmanship that significantly impair the operation and function of the product. This also includes excessive peeling, flaking, chipping, blistering, and corrosion. All material will meet ASTM 2603. It should be understood that color changes may not be uniform if the surfaces are not equally exposed to the sun and elements, and Lawson makes no warranty with respect to the uniformity under such circumstances.

Hardware: 3 years - materials and workmanship that significantly impair the operation and function of the product. This warranty coverage does NOT apply in corrosive environments (for example, the product being used within one (1) mile from the coast). In corrosive environments, a stainless steel package is required for coverage.

Screen and Moving Parts: 3 years - materials and workmanship that significantly impair the operation and function of the product. Screens are not designed to, and will not prevent falls.

**Limited Warranty Coverage Limitations**

Damage, defects or other issues resulting from causes outside Lawson Industries, Inc. control are excluded from coverage under the Limited Warranty.

**Transferability to Subsequent Owners**

This Limited Warranty is not transferrable, and is limited to the original purchaser.

**Notice of Defect**

You must notify Lawson Industries, Inc. within the Limited Warranty period for Your Lawson Aluminum Product. Your notice must also be within one (1) year after any defect covered by this Limited Warranty is discovered by You. Any claims received outside the Limited Warranty period for the Lawson Aluminum Product or the one (1) year from defect discovery shall be barred.

1. Conditions Applicable to All Sales of Lawson Aluminum Product.

**Limitation of Warranty**

**FAILURE TO COMPLY WITH ANY LAWSON INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE PURCHASER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.** This Limited Warranty does not extend to the use of Lawson Aluminum Product under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labelingor under conditions not reasonably foreseeable to, or beyond the control of, Lawson Industries, Inc. Purchaser and User assume all risk of any such use.

**Allocation of Risks of Product Performance**

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Lawson Industries, Inc. is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Lawson Aluminum Product in accordance with best practices and the applicable building codes; or the use of Lawson Aluminum Product in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Lawson Aluminum Product, as well as the design and installation of flashing and sealing systems, is the responsibility of Purchaser or User, the architect, contractor, installer or other construction professional and is not the responsibility of Lawson Industries, Inc.. All risks related to building design and construction, or the maintenance, installation and use of Lawson Aluminum Product shall be assumed by Purchaser and/or User.

**IMPORTANT NOTICE:** Lawson Aluminum Products **should not** be used in barrier wall systems which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, **Lawson makes no warranty of any kind on, and assumes no responsibility for, Lawson windows and doors installed in barrier wall systems. In the states listed above, the installation of Lawson Aluminum Product in EIFS or similar barrier systems must be in accordance with best practices and local code for that type of construction.**

1. DISCLAIMERS — WHAT THIS LIMITED WARRANTY DOES NOT COVER.

The following are not considered defects in materials or workmanship under this Limited Warranty, and Lawson is not responsible for and makes no warranty as to:

* 1. Product failure, loss or damage due to:
* Normal wear and fading.
* Damage caused by inappropriate finishes, razor blades, solvents, brickwash or cleaning chemicals.
* Structural settlement, movement or vibration.
* Improper storage, handling, installation, finishing, use, misuse, modification or maintenance.
* Acts of God.
* Extreme weather events. Extreme or unusual atmospheric conditions. Hurricanes, earthquakes, tornadoes, floods, extremely high wind and driving rain, etc.
* Accidents, including glass breakage not the fault of Lawson Industries, Inc., misuse, abuse, alterations, improper handling, operation or cleaning.
* Wars, insurrection, civil unrest, terrorism.
* Repairs or modifications performed by anyone other than Lawson Industries, Inc. (or one of its subcontractors).
* Application of after-market window films to glass surfaces.
* Mechanical abrasion to finishes.
* Nonfactory-applied finishes, applied sealants or caulking. Finishes applied by the local dealer/contractor and finishes of non-Lawson products are not covered by this warranty.
* Finish failure or any other losses arising from defects in the existing structure.
* Salt spray, acid rain, chemical or airborne pollutants, and other corrosive elements.
* Damage which is a result of the failure to maintain the windows according to the maintenance instructions and/or failing to rinse the windows on a quarterly basis.
* Damage caused by high in-home humidity (condensation, frost and mold).
* Products subjected to conditions outside product design limitations.
* Improperly installed security systems.
* Products with modifications that are not approved by Lawson Industries.
* Hardware finishes.
* Ripping, tearing or other damage not the fault of Lawson to window screens associated with wear and tear through product use.
* Insects, including grasshoppers.
* Finishing or modifying the structure containing the repaired or replaced product.
* Minor imperfections or variations.
* The purchase, damage, repair or replacement of non-Lawson products.
* Products that have not been paid for in full.
	1. Minor imperfections in the product:
* Minor imperfections in glass that do not affect the product’s structural integrity or significantly obscure vision.
* Minor variations in glass color.
* Variations in color, texture or natural characteristics.
* Variations in anodized finish color and microcracking also known as crazing.
	1. Installation inconsistent with installation instructions, code, and best practices:
* Damage resulting in whole or in part from installation inconsistent with installation instructions, code, or best practices.
* Altered or reinstalled products.
* Products used in nonvertical glazing applications.
* Combinations not built by Lawson or not built in accordance with Lawson’s recommendations for mulling and combining Lawson products.
1. Additional Information and Miscellaneous Terms.

**Certifications and Ratings**

Many Lawson products are labeled with certifications and data that are based on a single sample of the product at the time of manufacture. Ratings are based on a combination of computer simulations and physical testing of product samples. Performance of individual products may vary and will change over time, depending on conditions of use.

**Claim Procedure**

Claims may be made by writing to **Lawson Industries, Inc., Customer Service, 8501 N.W. 90th Street, Medley, Florida 33166**, by calling Customer Service at 305-696-8660. In order for us to respond quickly please provide the following information if available:

a) Claimant’s name, address and phone number and where the product can be inspected;

b) Product identification which includes a Sales Order Number and date that could be found on the order/invoice or from a product label attached to the product;

c) A description of the concerns with the product (photographs are helpful); and

d) A brief summary of what has been done so far to address the issue.

**No Statement of Useful Life**

This Limited Warranty is not a statement of the useful life of any Lawson products, but a warranty to repair, replace or refund as described by this Limited Warranty.

**Product Changes**

Lawson Industries, Inc. reserves the right to discontinue or make changes to an existing product. If the original or component product is unavailable, Lawson Industries, Inc. shall have the right to substitute such part or component that is determined to be the closest available practical replacement.

**No Waiver**

Lawson Industries, Inc. may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and it shall not constitute a waiver of Lawson’s right to strictly enforce this Limited Warranty in any or all other circumstances.

**No Modifications**

By purchasing, installing or using the product covered by this Limited Warranty, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Warranty. This Limited Warranty may only be modified by written agreement signed in writing by a corporate officer of Lawson Industries, Inc. An electronic signature will not satisfy this provision. No dealer, distributor, or subsidiary is authorized to modify this Limited Warranty or make a warranty or create any obligation on Lawson Industries’ behalf.

For the most up-to-date warranty information, see lawsonwindows.com.

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