



# LIMITED WARRANTY

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WOOD/CLAD RESIDENTIAL PRODUCTS

Effective May 1, 2017







THANK YOU  
FOR CHOOSING US!

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# YOU DESERVE NOTHING LESS THAN SIERRA PACIFIC

You probably already know about the superb quality and distinctive designs of Sierra Pacific windows and doors. We have all the styles, features and innovation you could ask for. With a complete array of design options, our products will enhance any décor, and make any home brighter, more inviting, and more comfortable.

For many years, Sierra Pacific was the hottest brand in the West. Now, we're one of the biggest and best window companies in the world. We have more than 600 dealers, distributors and company stores nationwide, and sales in 30 countries around the world.

But our most important customer is you.



**I. LIMITED WARRANTY FOR RESIDENTIAL PRODUCTS.** This Limited Warranty for Wood/Clad Products (the "Limited Warranty") is provided by Sierra Pacific Windows ("SPW"), on the terms and conditions set forth herein solely for Residential Products as described herein.

- A. General Eligibility of Residential Products. Subject to the other terms and conditions set forth herein, Residential products eligible for coverage under this Limited Warranty are limited to certain residential wood and clad window and door products which were (1) manufactured by SPW on or after May 1, 2017, (2) purchased from a SPW salesperson or an authorized dealer of SPW, (3) installed in a single family detached dwelling unit in the United States or Canada in a good and workmanlike manner in accordance with any installation instructions or other specifications of SPW, and (4) satisfying the other terms, conditions and restrictions contained herein ("Residential Products"). Notwithstanding anything contained herein to the contrary, the Limited Warranty shall not apply to, and SPW does not warrant, any Residential Product which is sold subject to another express or implied warranty, whether provided by SPW or a third party, or which is sold in "as-is" condition, as a sample or open box item, as a returned product, in defective, damaged, used, or previously sold condition or otherwise not in new, original and as-manufactured condition. This Limited Warranty is available to the original purchaser of an eligible Residential Product and it is transferable to a subsequent owner of the same real property in which such eligible Residential Product is installed, for the remaining warranty period of such eligible Residential Product as set forth herein.
- B. Limited Warranty for AAMA 2605 Powder Coated Finishes.
- i. Thirty (30) Year Limited Warranty for Cracking or Checking. Except as otherwise expressly provided herein, SPW warrants that the coating on the metal cladding in Residential Products will be free from cracking or checking, when observed at a distance of ten feet (10') from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2605-II, resulting from defects in workmanship or materials for a period of thirty (30) years from the date of manufacture of such Residential Product.
  - ii. Twenty-Five (25) Year Limited Warranty for Color Change. Except as otherwise expressly provided herein, SPW warrants that Residential Products will be free from color change of more than seven (7) Delta E units in accordance with ASTM D2244 resulting from defects in workmanship or materials for a period of twenty-five (25) years from the date of manufacture of such Residential Product.
  - iii. Twenty (20) Year Limited Warranty for Color Change, Chalking, Adhesion Loss. Except as otherwise expressly provided herein, SPW warrants that the metal cladding in Residential Products will be free from color change of more than five (5) Delta E units in accordance with ASTM D2244, chalking in excess of a number eight (8) rating based on ASTM D4214, and adhesion loss (peeling), that materially and adversely affects the appearance of the surface to which the coating is applied when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2605-II, resulting from defects in workmanship or materials for a period of twenty (20) years from the date of manufacture of such Residential Product.
  - iv. Coverage Terms. This Limited Warranty for AAMA 2605 Powder Coated Finishes provides full coverage, in a manner consistent with Section III herein below, for fluoropolymer powder performance for the first twenty (20) years from date of manufacture. For the succeeding ten (10) years, SPW's responsibility for corrective action due to fluoropolymer powder failure will be: years 21 through 24 – 60%; years 25 through 27 – 25%; years 28 through 30 – 5%. Customers' percentage of responsibility for replacement product shall be calculated using current list price of items being replaced; customers' prorated responsibility for cost of repair is based upon SPW's invoiced repair costs; refunds will be based upon original purchase price of the product.
- C. Ten (10) Year Limited Warranty for AAMA 2604 Powder Coated Finishes: Except as otherwise expressly provided herein, SPW warrants that the coating on the metal cladding in Residential Products will be free from color change of more than five (5) Delta E units in accordance with ASTM D2244, chalking in excess of a number eight (8) rating based on ASTM D4214, and cracking, checking or adhesion loss (peeling), that materially and adversely affects the appearance of the surface to which the coating is applied when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2604-10, resulting from defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product.
- D. Five (5) Year Limited Warranty for Anodized Finishes. Except as otherwise expressly provided herein, SPW warrants that all aluminum clad Residential Product that has been anodized will be free from chalking in excess of a number eight (8) rating based on ASTM D4214, or fading or change in color in excess of five (5) Delta E units based on ASTM D2244, each of which materially and adversely affects the appearance of the surface when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 611-12, resulting from defects in workmanship or materials for a period of five (5) years from the date of manufacture of such Residential Product.

- E. Two (2) Year Limited Warranty: Interior Finish. Except as otherwise expressly provided herein, SPW warrants that all factory-applied interior paint and stain finishes in Residential Products will be free from material Finish Defects for a period of two (2) years from the original date of manufacture of such Residential Product. For purposes of this Limited Warranty, a "Finish Defect" shall mean cracking, peeling, delaminating, blistering, flaking, chalking in excess of a numerical rating of six (6) (measured per ASTM D4214) or fading or change in color in excess of five (5) Delta E units (calculated per ASTM D2244).
- F. Twenty (20) Year Limited Warranty: Wood Deterioration. Except as otherwise expressly provided herein, SPW warrants that the wood components of a Residential Product, regardless of wood type, shall be free from material wood deterioration caused by decay or insect, including wood rot, for a period of twenty (20) years from the original date of manufacture of such Residential Product.
- G. Limited Warranty: Hermetic Seals. Except as otherwise expressly provided herein, SPW warrants the air seal in Residential Products as follows:
- i. Twenty (20) Year Limited Warranty: Dual Insulated Glass Product. Except as otherwise expressly provided herein, SPW warrants that the Dual Insulated Glass Product supplied in its Residential Products will be free from the failure of the air seal due solely to defects in workmanship or materials for a period of twenty (20) years from the original date of manufacture of such Residential Product.
  - ii. Ten (10) Year Limited Warranty: Triple Insulated Glass Product. Except as otherwise expressly provided herein, SPW warrants that the Triple Insulated Glass Product supplied in its Residential Products will be free from the failure of the air seal due solely to defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product.
- H. Ten (10) Year Limited Warranty: FeelSafe™ and Laminated Glass. Except as otherwise expressly provided herein, SPW warrants that the SPW FeelSafe™ or Laminated Glass in its Residential Product will be free from any material obstructions of vision due to glass delamination from defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product.
- I. Five (5) Year Limited Warranty: Specialty Glass. Except as otherwise expressly provided herein, SPW warrants that Residential Products with custom or special glazings and/or other specialty, custom or non-standard glass options not listed in our product literature or not generally and regularly manufactured by SPW, and all leaded or decorative glass Residential Products, shall be free from defects in workmanship for a period of five (5) years from the original date of manufacture of such Residential Product.
- J. Two (2) Year Limited Warranty: Glass Stress Cracks. Except as otherwise expressly provided herein, SPW warrants that all glass in its Residential Product shall be free from stress cracks from defects in workmanship or materials for a period of two (2) years from the date of manufacture of such Residential Product.
- K. Ten (10) Year Limited Warranty: General. Except as otherwise expressly provided herein, SPW warrants that each Residential Product, including its wood components, hardware, weatherstrip and standard screens which accompany the Residential Product (the "Components"), will be free from defects in workmanship or materials which unreasonably affect such Residential Product's normal functioning for a period of ten (10) years from the original date of manufacture of such Residential Product.
- L. One (1) Year Limited Warranty: Specialty Screens. Except as otherwise expressly provided herein, SPW warrants that specialty screens (e.g. retractable screens, swing door screens) manufactured by others, not by SPW, for a Residential Product will be free from defects in workmanship or materials which unreasonably affect such specialty screen's normal functioning for a period of one (1) year from the earlier of the original date of manufacture of such specialty screen or the date of manufacture of such Residential Product.

## II. LIMITATIONS, EXCLUSIONS AND DETAILS OF LIMITED WARRANTY

- A. SPW Residential Products are manufactured to certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance and/or sound transmission. The performance of installed windows and doors as noted on the labels showing National Fenestration Rating Council (NFRC) and Window and Door Manufacturer's Association (WDMA) Hallmark ratings can and will change over time due to environmental conditions, installation technique, maintenance, normal wear and tear, and other factors beyond SPW's control. The initial ratings and specifications are furnished solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed or over the life of the Residential Product. These ratings may also apply to single units only, not to mulled configurations.
- B. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Residential Products by SPW. Whether or not any of the above warranties apply, in whole or in part, to a Residential Product or are excluded shall be determined by SPW in its sole discretion. SPW will not be liable for, and some or none of the above warranties will apply to or cover problems, claims or liabilities, costs, expenses, damages or losses, or other damage or defects caused by, arising from, or related to, any of the following:
- 1. Failure to follow any directions, recommendations, maintenance and care instructions, and/or guidelines set forth in SPW's Care and Maintenance Guide, any SPW Owner's Manual for a Residential Product, the Anodized Care and Maintenance Guide, or any other guide, direction or similar publication otherwise established by SPW, found at [sierrapacificwindows.com](http://sierrapacificwindows.com) (collectively, the "SPW Guides"), or the failure to perform regular, normal or routine and other required maintenance to a Residential Product;

2. Residential Products ordered or manufactured as a custom order, special product or otherwise manufactured according to specifications supplied by the consumer or to specifications other than SPW's standard specifications for a Residential Product;
  3. Residential Products having dimensions greater than those listed in SPW's standard offering of sizes;
  4. Residential Products installed in applications or conditions exceeding their WDMA Hallmark certified performance ratings, tested sizes and/or configurations;
  5. Any air infiltration or water penetration damage resulting from non-factory mulled or non-SPW assembled Residential Products;
  6. Improper handling or installation of Residential Products, including failure to follow SPW's installation instructions and/or failure to install in conformance with accepted construction practices or applicable building codes;
  7. Installation of the window or door in its opening in a manner which is not plumb, square and true and adequately shimmed on all sides;
  8. Installation other than vertical (slope glazing);
  9. Installations in sauna, swimming pool or hot tub rooms, boats, greenhouses or other rooms with high humidity conditions and installations in areas with direct, constant water contact, such as a shower or in the path of sprinkler water;
  10. Operational problems or problems related to water and/or air infiltration/leaking as a result of improper or inadequate flashing, improper installation, flaws in building design or defects in construction;
  11. Any Residential Products installed in any face barrier system or exterior insulation finish system using stucco, synthetic stucco, or other materials, unless the owner can demonstrate to SPW's satisfaction, in its sole discretion, that there is an effectively engineered system for the control and drainage of water or moisture vapor;
  12. Stress or strain due to building movement or settlement, including strain which is applied to the window or door by movement of the building or where provisions have not been made in accordance with sound industry practices for adequate expansion or contraction of framing members;
  13. Products that have been altered or removed and reinstalled;
  14. Wood cellular structure failure for any Components with prolonged or excessive exposure to moisture or soil, including failure to store the Residential Product upon delivery in a dry temperate environment prior to installation;
  15. Improper painting, staining, or field finishing maintenance of wood Components, or failure to apply a coating system meeting SPW's standards, recommendations or guidelines or sound industry practices to bare wood surfaces within the lesser of thirty (30) days after purchase, or as otherwise specified by SPW;
  16. Prolonged exposure to weather in the unfinished and/or primed state;
  17. Minute fracturing or surface mars in finishes occurring during the fabrication process;
  18. Failures arising from the failure to periodically cap bead, check and replace weatherstrip and caulking, and to perform regular, normal or routine maintenance of a Residential Product, whether as set forth in the SPW Guides or otherwise;
  19. Variance in color, grain or texture of wood;
  20. Painting or staining of vinyl parts or weatherstrip;
  21. Any Residential Product installed at an altitude higher than recommended by SPW, whether in the SPW Guides or otherwise;
  22. Any dual insulated glass Products manufactured without capillary tubes and installed at altitudes above 5000 feet without factory pre-approval. Triple glaze insulated glass Products manufactured without capillary tubes and installed at altitudes above 2200 feet;
  23. Rattling of air space grilles;
  24. Scratches, imperfections or blemishes on glass surfaces that do not impair the integrity of the unit, or were not caused by SPW during the manufacturing process, or that do not materially affect normal vision or performance per the guidelines established by ASTM C1036;
  25. Slight imperfections, color variations, wavy or shimmering distortions in the glass related to a laminate interlayer or heat strengthening of the glass;
  26. Any insulated glass unit that has an after-market tint, UV block, or other film or coating applied;
  27. Damage to a Residential Product resulting from any reason other than a manufacturing defect by SPW, including, without limitation, any such damage arising, in whole or in part, from any accident, abusive handling, misuse, or as a result of any cause beyond the control of SPW (e.g. vandalism, fire, flood, earthquake, acts of God or nature, war, civil unrest, natural causes and/or natural disasters, including earthquakes, floods, tornadoes, hurricanes, typhoons or hurricane or typhoon conditions, or any other cause beyond SPW's control);
  28. Condensation, surface fogging or frost on exposed surfaces of Residential Products and any related water damage which may occur as the natural result of humidity within the structure or due to changes in interior/exterior temperatures;
  29. Door warpage of less than 1/4" as measured across the diagonals for doors up to 3'-6" x 7'-0" and/or 3/8" for doors over 3'-6" x 7'-0". This does not refer to the relation of the door panel to the frame or jamb in which it is hung. (NOTE: door warpage may vary as door panels adjust to temperature and humidity in their installed positions.) Action on any claim for warpage may be deferred for up to twelve (12) months at SPW's option to permit conditioning of the door to humidity and temperature ranges at the jobsite;
  30. Door warpage on doors 8 feet and taller, if such doors do not have multipoint hardware;
  31. Doors with flat, low profile or ADA compliant sills will not be warranted against air and water infiltration;
  32. Normal wear and tear and/or natural weathering of any surfaces, including discoloration of interior or exterior finishes, including hardware finishes;
  33. Corrosion, wear or failure of hardware including loss of functionality in extreme conditions including, but not limited to, seacoast or other corrosive environments, as well as based on elevation, orientation, and altitude;
  34. Finish failures or corrosion of aluminum cladding or damage to other Components caused by contact with caustic chemicals or chemical fumes, including but not limited to industrial cleaning agents, acid-based products, chlorine, salt spray, airborne pollutants, mortar, mortar cleaner, alkali hydroxides and brickwash;
  35. Obstructions of air flow to products, including draperies or storm panels;
  36. Products purchased through SPW that are manufactured by a third party (e.g. electric operators, skylites, custom hardware) are not covered under the terms of this warranty. Refer to product manufacturer's warranty for terms of coverage;
  37. Damage occurring or arising from any reason other than a manufacturing defect by SPW, including, without limitation, installation or delivery;
  38. Windows or doors sold with no hardware, special hardware or hardware to be supplied by others;
  39. Problems caused by modification to the product by others (e.g. modifications made to add alarm systems or remote window operators);
  40. Failure to comply with any other provision of this Limited Warranty.
- C. Inert Gases. Residential Products may contain inert gas, intended to improve the thermal performance of the Residential Product.
1. The migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect. SPW provides no warranty with respect to the migration of an inert gas.
  2. Argon gas within an insulated glass Residential Product will dissipate over time. The conditions of exposure and manner of use of the Residential Product will affect the rate of dissipation. The best manufacturing techniques cannot guarantee that the initial fill rate of inert gas will be maintained during the Residential Product's lifetime. SPW provides no warranty with respect to the dissipation, rate of dissipation or initial fill rate. If the Residential Product is fitted with a capillary tube system, it must be treated as if it is entirely air filled. SPW provides no warranty with respect to the amount or percentage of argon remaining in the insulated glass unit or any thermal performance related to inert gas at any time after manufacture.
- D. Allocation of Risks of Residential Product Performance. Because some water infiltration must be anticipated in all construction, it is imperative that the wall system be designed and constructed to properly manage moisture and that the Residential Products be properly installed. SPW is not responsible for, and provides no warranty with respect to, any claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install SPW products in accordance with SPW Guides; or the use of SPW products in systems, such as barrier wall systems, unless management of moisture within the wall system is adequately incorporated within the design of the system, as determined by SPW in its sole discretion. The determination of the suitability of all building components, including the use of Residential Products, as well as the design and installation of flashing and sealing systems, are the responsibility of the buyer, owner, architect, contractor, installer, or other construction professionals and are not the responsibility of SPW, and SPW disclaims all liability with respect thereto. All risks related to building design and construction, fitness or suitability of Residential Products for a particular purpose, or the maintenance, installation, and use of Residential Products shall be assumed by the buyer and/or owner in conjunction with the architect, contractor, installer, or other construction professionals, and such parties waive and release SPW from any claims or damages related to such risks.
- E. General Residential Product Disclaimers.
1. The performance of the exterior aluminum coated finish, hardware and/or Components may vary based on installation in extreme environments, including but not limited to seacoast and other corrosive environments, as well as based on elevation, orientation, altitude and other atmospheric conditions. Normal, regular maintenance of the product is required to maintain the appearance, to extend the finish life, and to keep the warranty intact.
  2. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements and such variation in fading or color is not considered to be a defect, and SPW provides no warranty and hereby disclaims any and all liabilities with respect thereto.
  3. Screens are intended solely as protection from insects and are not designed for or intended to provide safety protection or to prevent falling through an open window, and SPW provides no warranty and hereby disclaims any and all liabilities with respect thereto.
  4. Window opening control devices ("WOCDS") are not a substitute for careful monitoring of children. WOCDS must be checked regularly, as necessary, to determine if they are operating properly. SPW provides no warranty and hereby disclaims any and all liabilities with respect thereto.

### **III. WARRANTY RESOLUTION; EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.**

- A. In the event the product fails to conform to the express warranties described above within the stated time period, the Residential Product owner's sole and exclusive

remedy is that SPW will, at SPW's sole option and discretion, either repair or provide replacement Residential Product or Components for any defective Residential Product or Component, or refund the original purchase price or original catalog list price, whichever is lower, of the defective Residential Product or Component. SPW may, in its sole discretion, substitute a current design for the original Residential Product or Component or otherwise provide a comparable Residential Product as a substitute. If SPW elects to provide a replacement Residential Product or Component, SPW will pay for the freight to deliver the replacement Residential Product or Component to the place where the defective Residential Product or Component was first delivered from SPW's factory. Any freight or delivery charges beyond that destination will be the Residential Product or Component owner's responsibility. Provision of a replacement Residential Product or Component does not extend the warranty time period for the Residential Product or Component shall continue to apply. SPW may, in its sole discretion, charge the Residential Product or Component owner a fee for performing an onsite inspection if SPW believes coverage under this Limited Warranty is not clear. SPW may, in its sole discretion, refund any such onsite inspection charge if the subsequent inspection by SPW reveals a defect which is covered by this Limited Warranty.

- B. As more fully set forth in Section IV below, the limited warranties set forth in Section I above are the sole and exclusive warranties provided by SPW with respect to Residential Products. As more fully set forth in Section III (A) above and subject to the terms of this Limited Warranty, the sole and exclusive remedy is repair, replacement or refund. SPW cannot and shall not be liable for any other express or implied warranties, guarantees or representations related to a Residential Product or other remedy made or provided by any distributors, dealers, salespersons or other representatives of SPW in any manner, whether written or oral. NO PARTY IS AUTHORIZED TO EXPAND OR CHANGE THE PROVISIONS OF THIS LIMITED WARRANTY IN ANY MANNER. SPW provides the Residential Products on an "as-is" basis. SPW makes no other representations, statements of fact, promises, guarantees or other warranties of any kind or nature, express or implied, with respect to the Residential Products. Except as expressly set forth herein, SPW disclaims any and all other warranties, express or implied, including any warranty relating to workmanship, merchantability, fitness for particular purpose, freedom from defects, or non-infringement.
- C. **Limited Labor Coverage.** In the event that SPW elects pursuant to Section III (A) above to provide for the repair or replacement of a Residential Product covered by this Limited Warranty, SPW will, at its cost and expense, provide the labor to repair or replace such Residential Product, the extent and/or scope of said repair and replacement shall be decided by SPW in its sole discretion, for a period of two (2) years from the date the Product was manufactured. SPW shall not be responsible for, and shall not bear any cost or expense with respect to, any repainting, refinishing or similar activities related to or arising from the repair or replacement of any Residential Product. For purposes of clarification, SPW will not be responsible for any costs or expenses related to labor for repair or replacement outside of the time period specified above.
- D. **Notice of Warranty Claim.** SPW must receive written notice, containing the information below and at the following addresses, from a Residential Product owner claiming coverage under this Limited Warranty within the warranty period and within ninety (90) days of the date the problem with the Residential Product first became known, or should have been known through the exercise of reasonable care, to such owner. In the event that a Residential Product owner fails to comply with the foregoing, such Residential Product owner shall not be entitled to the benefits of any provision of this Limited Warranty. The notice of claim under this Limited Warranty must contain the following information:
1. The Residential Product owner's name and telephone number;
  2. The original order number;
  3. The address where the Residential Product is installed;
  4. A description of the Residential Product;
  5. Proof of ownership of the single family detached dwelling unit in which the Residential Product is installed;
  6. The name of the SPW Salesperson or Dealer from whom the product was purchased.
  7. A description of the defect and the date of first discovery of the claimed defect.

The foregoing notice shall be delivered to SPW at:

SIERRA PACIFIC WINDOWS	-Or-	SIERRA PACIFIC WINDOWS
Attn: Warranty Claim		Attn: Warranty Claim
11605 Reading Road/PO Box 8489		575 South Whelen Avenue
Red Bluff, CA 96080		Medford, WI 54451

#### IV. DISPUTE RESOLUTION.

- A. In order to achieve a quick and final resolution of disputes, You and SPW agree that any dispute or claim of any kind or amount arising out of the sale of windows, doors, and related or associated products ("Residential Products"), or otherwise relating to SPW, shall be resolved as follows, hereinafter "Dispute Resolution Agreement" or "Agreement":
- i. The dispute or claim shall be submitted to mediation, as described herein; and
  - ii. If the mediation does not resolve the dispute or claim in its entirety, then that dispute or claim, or portion thereof, shall be resolved through binding arbitration, as described herein.
- B. Disputes and claims subject to this Agreement include, but are not limited to:
- i. Any alleged breach of contract or breach of the duty of good faith and fair dealing;
  - ii. Any alleged breach of warranty, express or implied;

- iii. Any alleged construction defect, including any claims brought under Civil Code Section 895 et seq. (generally referred to as "the Right to Repair Act" or "SB 800");
  - iv. Any alleged violation of federal or state law or regulation;
  - v. Any alleged violation of consumer protection or unfair business practice;
  - vi. Any alleged tort claim, including but not limited to, claims for negligence, strict liability, or fraud;
  - vii. Any other claims, whether arising in equity or common law, and whether seeking damages, injunctive relief, specific performance, declaratory or equitable relief;
  - viii. Any dispute regarding the enforceability or applicability of this Dispute Resolution Agreement or any term herein;
  - ix. Any dispute regarding the rights, duties and obligations of the parties with respect to this Dispute Resolution Agreement.
- C. **Agreement to Mediate.** You and SPW agree that any dispute or claim arising out of the sale of Residential Products, or otherwise relating to SPW, shall be submitted to non-binding mediation prior to any arbitration proceedings. Either party may commence mediation by notifying the other party in writing of its desire to pursue mediation and the subject of the dispute or claim. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceeding. The mediation will be held in Sacramento, California, unless the parties agree otherwise. The parties agree that they will participate in the mediation in good faith. SPW shall be responsible for paying the costs of the mediation. Each party shall be responsible for their own attorney fees and expert fees, if any. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. **Agreement to Arbitrate.** In the event that a dispute or claim arising out of the sale of Residential Products, or otherwise relating to SPW, is not resolved through mediation, You and SPW agree that such dispute or claim shall be resolved through binding arbitration. Arbitration shall be conducted with JAMS, a private alternative dispute resolution business, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. SPW shall be responsible for paying the costs of the JAMS arbitration. Each party shall be responsible for their own attorney fees and expert fees, if any. The arbitration will be held in Sacramento, California, unless the parties agree otherwise. Judgment on the arbitration award may be entered in any court having jurisdiction.
- E. **No Jury Trial. YOU AND SPW AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE ARBITRATOR CONDUCTING THE BINDING ARBITRATION.**
- F. **No Class Action or Representative Action. YOU AND SPW AGREE THAT ALL DISPUTES OR CLAIMS SHALL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS, AND SHALL NOT BE BROUGHT AS A REPRESENTATIVE OR CLASS ACTION. THE PARTIES AGREE THAT THE ARBITRATOR SHALL NOT HAVE THE POWER TO CONDUCT THE ARBITRATION AS A REPRESENTATIVE OR CLASS ACTION.**
- G. **Limitations on Liability.** You and SPW agree to waive any right to recover indirect, special, incidental or consequential damages or losses, including but not limited to, damages or losses from business interruption, loss of use, loss of business, loss of revenue, or loss of profits. You and SPW agree to waive any right to recover punitive or exemplary damages. You and SPW agree that the arbitrator is not empowered to award such damages. Some states do not allow for the exclusion or limitation of incidental, consequential or indirect damages or losses, so this limitation may not apply to you. You and SPW agree that in no event or circumstance shall the aggregate amount of damages awarded in arbitration(s) exceed the aggregate amount paid to SPW in connection with the sale of the Residential Products; this limit applies regardless of whether damages are awarded in connection with one claim or multiple claims or one arbitration or multiple arbitrations, and regardless of the timeframe over which the claim(s) are made or arbitration(s) instituted.
- H. **Governing Law and Severability.** This Dispute Resolution Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Dispute Resolution Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In the event any aspect of this Dispute Resolution Agreement is found to be unenforceable or void, the remaining provisions of this Agreement shall remain in full force and effect.
- I. **Opt-Out Procedure.** You may opt-out of this Dispute Resolution Agreement within twelve (12) months from the date of manufacture of your Residential Product by visiting the website [www.sierrapacificwindows.com/optout](http://www.sierrapacificwindows.com/optout) and completing the form to opt-out of this Dispute Resolution Agreement.

(For additional information, including SPW Guides, care and maintenance instructions, installation instructions and previous warranties, refer to [www.sierrapacificwindows.com](http://www.sierrapacificwindows.com) or contact your local Sierra Pacific Windows Service Center or Dealer.)





# SIERRA PACIFIC

WINDOWS THAT  
NEVER COMPROMISE