

WARRANTY



Let's Shine.

BOYD ALUMINUM MFG. CO. LIMITED WARRANTY

Boyd products and components that we manufacture (collectively the "Product" or "Products") are designed to create lasting value for your property. This warranty is effective for Products manufactured by us on or after January 1, 2018, that are purchased through Menards for use in the Continental United States. Menards is not responsible for the design or manufacture of the Products.

GENERAL MATTERS

Boyd's Products are made to special order, therefore orders are non-cancellable, and delivery dates are only estimates of when the Products will be shipped. Any requested changes to the Products requires Boyd's written approval, given or withheld in its sole discretion, and if approved may result in a price increase and a delay in the delivery. Boyd Installation Guidelines for its Products are available at Boyd's vendor site at Menards.com.

WHAT THIS WARRANTY COVERS...

Boyd provides this Limited Warranty to the original purchaser from Menards and the end user (collectively the "Covered Party"), for Boyd's Products, and Boyd and the Covered Party agree that the Products, when properly installed, without excessive force or bending, as new construction or as replacements (a "Covered Use"), are warranted as follows:

If the Products do not conform to this Warranty within the applicable Warranty Period, Boyd, if it determines that a defect exists for which it is responsible, and for which an exclusion to this Warranty does not apply, will provide the warranty remedies provided below.

IMPORTANT: IF THE ORIGINAL PURCHASER OF THE PRODUCTS FROM MENARDS IS NOT THE END USER, THE ORIGINAL PURCHASER MUST PROVIDE THIS WARRANTY TO THE END USER AT THE TIME OF DELIVERING THE PRODUCTS.

PRODUCTS SOLD ARE COVERED UNDER THIS LIMITED WARRANTY. FOR ENHANCED WARRANTY RESPONSE, PLEASE REGISTER THE PRODUCTS WITH BOYD AT BOYD'S MENARDS.COM VENDOR SITE, WITHIN 45 DAYS OF SHIPMENT OF THE PRODUCTS.

HOW TO GET ASSISTANCE

If you receive the Products in a damaged condition, or if you have a problem with your Boyd Product, immediately upon discovery, contact us by filling out the online warranty claim form at:

WEB menards.boydaluminum.com

EMAIL warranty@boydaluminum.com

We can respond quickly and efficiently if you provide the following: a) your order number, b) date of purchase and purchase order number, c) how to contact you, d) the address where this Product can be inspected, and e) a description of the problem and the Product (photographs are helpful).

WHAT WE WILL DO...

Upon receiving your notification, we will send out our acknowledgement within 5 business days of receipt of your notice to us, to the contact address that you have provided. We will begin investigation of your claim and begin appropriate action within 30 days after receipt of notification. If it is determined

(continued on next page)

WARRANTY PERIOD	
<p>GLASS—will not form a material obstruction to vision through the glass, and laminated glass will not separate as the result of a manufacturing defect, but not including cracking, fracturing, breakage of the glass surface, or breakage of the glass seal that occurs during installation and/or through improper use.</p>	<p>Subject to the foregoing and following exclusions and conditions, Boyd warrants that the Glass will be free from material defects in materials and workmanship for a period of 5 years from the date of shipment from Boyd.</p>
<p>WINDOW & PATIO DOOR HARDWARE—such as rollers, balances, handles, locks and hinges, but in each case excluding the finish—will not break or fail to perform under normal use.</p>	<p>Subject to the foregoing and following exclusions and conditions, Boyd warrants that the Window & Patio Door Hardware will be free from material defects in materials and workmanship for a period of 5 years from the date of shipment from Boyd.</p>
<p>ALUMINUM STRUCTURE—aluminum products and related trim manufactured by Boyd shall be free of significant defects in workmanship, excluding the finish.</p>	<p>Subject to the foregoing and following exclusions and conditions, Boyd warrants that the Aluminum Structure will be free from material defects in materials and workmanship for a period of 5 years from the date of shipment from Boyd.</p>
<p>STOREFRONT HARDWARE—such as handles, locks, push bars, and hinges, but in each case excluding the finish—will not break or fail to perform under normal use. If the Products do not conform to this Warranty within the applicable Warranty Period, Boyd, if it determines that a defect exists for which it is responsible, and for which an exclusion to this Warranty does not apply, will provide the warranty remedies provided below.</p>	<p>Subject to the foregoing and following exclusions and conditions, Boyd warrants that the Storefront Hardware will be free from material defects in materials and workmanship for a period of 3 years from the date of shipment from Boyd.</p>

that the Product does not have a defect covered by the warranty, we may charge an inspection fee for any on-site inspection that is required or requested by you. If it is determined that there is a defect we will, at our option, repair the Product, or ship a replacement Product to you in the same specification as the original Product. If we elect not to provide a replacement, or if we elect not to repair the Product, then we will refund the purchase price to you. Replacement Products are warranted for the balance of the original Product warranty or 90 days from date of shipment, whichever is longer. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

WHAT THIS WARRANTY DOES NOT COVER...

We do not install the Products or replacement Products, nor do we provide on-site assistance for removal or installation of replacement Products. We do not warranty the installation of the Products. Menards is not responsible for any warranty of the Products.

We are not liable for damage to, or failure of, Products caused by improper installation or factors beyond our control, including, but not limited to, the following:

- Normal wear and tear, including normal wear and tear of weatherstrip; natural weathering and fading of surfaces; pitting, cracking, chipping, peeling, or fading of Product finishes.
- Minor variations in the color or texture between Products, parts, and components provided by Boyd are not considered defects and are not warranted.
- Normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g., corrosion or tarnishing).
- Corrosion, pitting and loss of functionality of Products or any portion thereof, due to exposure to chemicals (e.g. brick wash) or a harsh or corrosive environment (e.g. salt spray or airborne pollutants), and the performance of or absence of cleaning and maintenance practices.
- Misuse, abuse or failure to properly finish and provide maintenance.
- Alteration or modification of the Product (e.g. customer applied tints or films, paint finishes, security systems).
- Installation into a condition that exceeds Product design standards and/or certified performance specifications and/or is not in compliance with building codes.
- Product failures caused by structure construction, structure design, or excessive structure movement.
- Installation in high humidity environments, such as swimming pool enclosures and greenhouses.
- Extreme artificial temperature buildup or exposure (e.g., where storm windows are present).
- Hardware or inserts that are not provided by us, such as locksets, handles, strikes, etc.
- Condensation or damage as a result of condensation.
- Glass breakage due to any cause, including, but not limited to, breakage caused by stresses resulting from temperature differential over the glass surfaces or edges.
- Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity.
- Slight expansion or contraction of product components due to varying environmental conditions; slab movement (shrinkage or swelling) due to temperature and humidity.
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat/tempered strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.
- Hairline cracks in factory-applied finishes; surface cracks that do not compromise the underlying material are not a defect.
- Damage or distortion to other property, including, but not limited to, vinyl siding, building components or landscaping, caused in whole or in part, by reflection of light or heat from the Products.
- Normal wear and tear; problems due to misuse, abuse, application of excessive loads or force; failure to follow the care and maintenance instructions; or as a result of any cause beyond our control (e.g. fire, flood, earthquake, other acts of nature, or acts of third parties outside of our control).
- Loss or damage to materials in the vicinity of the Products; loss or damage to other equipment or parts; loss or damage to other property or materials; the cost to repair or replace the foregoing other property; or the cost of labor to repair or replace the Products.
- Cost for labor, installation, removal, or finishing of the replacement Products. Boyd is not responsible for any backcharges or other charges for any work performed relating to the Products by the Covered Party or others, except when authorized in writing by an officer of Boyd.
- Damage to the Products during transportation or installation.
- Damage caused by leakage, mold, fungi, bacteria, or other environmental hazards.
- Damage caused by perimeter conditions such as caulking and sealants, or similar products manufactured by others.
- Products used outside the Continental United States.
- Products that are damaged in handling or installation, or damage resulting from failure to install the Products in accordance with Boyd's Installation Manual Guidelines available at Boyd's Menards.com vendor site.
- **SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.

IMPORTANT LEGAL NOTICES THAT AFFECT YOUR RIGHTS: PLEASE READ CAREFULLY.

Limitation of Liability and Remedies. The Covered Party's exclusive remedy for claims arising out of or related to the Products shall be for damages. Boyd shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, loss of use; loss of profits; loss of rents or revenue; inconvenience or loss of time; costs of capital; facility shutdowns or slowdown; claims by the Covered Party's customers; loss or damage to other property or equipment; loss or damage to other products or materials; loss or damage caused by leakage, mold, fungi, or bacteria; or loss or damage occurring during the repair or replacement of the Products, all of which are expressly excluded unless covered by policies of insurance issued to Boyd, from time to time, and in such cases damages are limited

WARRANTY



Let's Shine.

to purchaser's direct cost, fair market value, or the limits of any insurance in effect, and providing coverage for Boyd, whichever is less. The remedies of the Covered Party, and any other party, arising out of or related to the Products, set forth herein are exclusive, and the liability of Boyd with respect to the Products, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or use of any of the Products sold by Boyd whether arising out of contract, negligence, strict liability, tort, or under any warranty, or otherwise, shall not exceed the price paid by the Covered Party for the portion of the Products upon which the liability is based. **THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH ANY BUILDING OR SAFETY LAWS OR CODES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT FOR PRODUCTS OF BOYD'S DESIGN.**

Entire Agreement. This Warranty contains the entire agreement of Boyd and the Covered Party as to Boyd's warranty obligations and other matters referenced herein. In the event of any conflict between this Warranty and any other agreements between the parties, the terms, conditions and limitations of this Warranty shall control, unless the conflicting agreement or provision specifically references that it takes precedence over a particular term of this Warranty and is in writing signed by both parties. In the event that any provision of this Warranty is found to be invalid or unenforceable, such provision shall be reformed to the extent necessary to make it valid and enforceable, provided that if reformation will not remove the objection to validity or enforceability, such provision shall be deleted from this Warranty, and each and every other provision of this Warranty shall remain in full force and effect. This Warranty shall be construed and enforced in accordance with the internal laws of the State of Missouri. No distributor, dealer, or retailer of Boyd's Products has the authority to change, amend or expand this limited warranty.

Disputes, Arbitration. Any disputes between the parties relating to this Warranty, the applicability of this Warranty, the rights and obligations of the parties under this Warranty, or relating to the performance of the Products, shall be submitted to binding arbitration in accordance with the American Arbitration Association rules and procedures for the Construction Industry, before one (1) arbitrator. The venue for the arbitration shall be as agreed to by the parties, and if no agreement is reached with ten (10) days of the dispute being submitted to arbitration, the arbitration shall be conducted in the location where the Products were initially received by Menards. The arbitrator may establish reasonable procedures to permit the parties to appear at the hearing via video conferencing. The costs and fees of the arbitration and the arbitrator(s) shall be shared equally by the parties. Each party shall bear its own attorney fees, expert fees and hearing expenses.

The Covered Parties agree that they may assert claims against Boyd only in their individual capacity, and not as a plaintiff or member of a class in any class action proceeding. **REJECTION OF THESE DISPUTE RESOLUTION PROVISIONS MUST BE SENT TO BOYD AT THE ADDRESS PROVIDED ABOVE WITHIN 30 DAYS OF THE COVERED PARTY'S RECEIPT OF THE PRODUCTS COVERED BY THIS WARRANTY, OTHERWISE THE COVERED PARTY AND BOYD SHALL BE BOUND HEREBY.**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

*Windows, Patio Doors, Storefront Doors,
and Stock Lengths by Boyd.*

PO Box 1565, Springfield, MO 65801.1565

©2018 Boyd Aluminum Manufacturing Company. The Logo including the sunburst is a registered trademark of Boyd Aluminum Manufacturing Company. All rights reserved. 008A 03/18