



ROTO FRANK OF AMERICA, INC.

WARRANTY FOR WINDOW & DOOR MANUFACTURERS

All Roto X-DRIVE casement and awning products, Roto NT, Roto TITAN sliding patio door products, and Roto DR10 adjustable hinges (2-D) products (hereinafter "products" or "product", as the case requires) are warranted against material defects in materials and workmanship for a period of 10 years from the date of purchase under normal use and service.*

This Warranty is expressly limited to window and door manufacturers who purchase Roto's products directly from Roto for use in the ordinary course of such window and door manufacturer's business (hereinafter, "customer" or "customers", as the case requires) and may not be assigned or transferred. This Warranty does not cover normal wear and tear or discoloration on finishes, any product accidentally damaged or damaged during shipping, damaged by fire or water, tampered with or any product which has been improperly installed, abused, misused, worn out, altered, used for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding use of such product, nor does it cover corrosion related damage.

THIS WARRANTY IS EXCLUSIVE. ROTO MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR ANY OTHER MATTER. No agent, employee or representative of Roto has any authority to bind Roto to any affirmation, representation, or warranty concerning Roto's products or parts, except as stated herein.

Roto's obligation under this Warranty shall be exclusively limited to repairing or replacing any product which Roto finds to be materially defective in its sole judgment and discretion after a good faith investigation into a warranty claim made in accordance with this Warranty. If the product should become materially defective during the warranty period, Roto will, at its option, repair or replace it with a substantially similar product or part. Roto's liability is limited only to repairing or replacing a materially defective product, which shall be the customer's exclusive remedy and Roto's sole liability for a warranty claim under this Warranty. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) as long as Roto remains willing to repair or replace the defective product within a commercially reasonable time after being notified of customer's warranty claim. Roto may, at its option, replace a materially defective product that has been discontinued with a substantially similar product. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY. ROTO SHALL NOT, IN ANY EVENT, BE LIABLE TO A CUSTOMER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF ANTICIPATED BENEFITS OR PROFITS WHETHER IN CONTRACT OR TORT FOR BREACH OF WARRANTY, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY OR FOR ANY OTHER REASON, RESULTING FROM THE PURCHASE OR USE OF ANY PRODUCT OR ARISING FROM THE BREACH OF THIS WARRANTY EVEN IF ROTO KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Roto is not responsible for the cost of replacement of assembled parts, the cost of labor which may be required for the replacement of said product, the cost of shipping a defective product to or from Roto's distribution center or such other location where Roto directs customer to ship products in connection with a warranty claim or any interruptions in business occasioned by an inability to use any of the product for any reason whatsoever. Any oral or written description of the product is for the sole purpose of identifying the product and shall not be construed as an express warranty.

This Warranty is expressly and exclusively for the benefit of window and door manufacturers purchasing products from Roto Frank of America, Inc. This Warranty is not assignable or transferable to any third party, including any third-party purchaser of the products from Roto's customer(s) or any manufacturer or end user of a window or door manufacturer's finished product(s) in a consumer transaction.

In order to make a warranty claim under this Warranty, a customer shall notify Roto of any material defect warranted hereunder and ship the defective product to Roto's distribution center in Chester, Connecticut or such other location directed by Roto. Within a commercially reasonable time of receiving such products, Roto shall inspect such products and determine whether such products are eligible to be repaired or replaced under this Warranty. If such products are eligible for repair or replacement under this Warranty, Roto shall proceed to repair or replace such warranted product(s) within a commercially reasonable time and ship such repaired or replaced product(s) to customer, in accordance with customer's shipping instructions. Any products that Roto determines are not eligible to be repaired or replaced under this Warranty shall be promptly returned to customer or disposed of, at customer's option.

*This Warranty is applicable to only those products purchased on or after January 1, 2010.