



# RAINIER MARINE

## **Rainier Bonded Windows Five Year Limited Warranty**

- 1. Warranty.** RAINIER INDUSTRIES, LTD., a Washington corporation (Rainier), warrants, to the First Purchaser only, the Rainier Window (Window) manufactured by Rainier to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of one year following date of purchase. Should the Window prove defective within this warranty period, Rainier will repair or replace the Window, at Rainier's sole option. After the first year, the warranty is prorated for the subsequent four years as follows: 80% in the second year, 60% in the third year, 40% in the fourth year, and 20% in the fifth year.
- 2. Purchaser's Duties.** The Purchaser shall give written notice to Rainier, of any alleged failure of the workmanship, fabric, polycarbonate or acrylic within this limited warranty period, no later than 30 days after the Purchaser learns of such failure.
- 3. Disclaimer and Exclusion of Warranties.** There is no express or implied warranty, representation or condition of any kind (including without limitation no warranty of merchantability or of fitness for use) except for the express warranty in paragraph 1 of this Limited Warranty, and no further warranty shall be implied by law.
- 4. Exclusion.** This warranty and all of Rainier's obligations stated herein shall not apply to:
  - (a) any changes or modifications made to the Window bleed by the fabricator, including removal of the Rainier Window brand sticker;
  - (b) scratches or damage to Windows by harsh chemicals or improper cleaning as indicated on the Window's original masking and the Rainier Window Care and Cleaning instructions;
  - (c) crazing (coating failure) due to non-flat applications of polycarbonate windows; Rainier polycarbonate windows.
  - (d) cracking or shattering of acrylic windows.
  - (e) any Window damaged by misuse, abuse, vandalism, or accident, or Act of God including but not limited to hurricane force winds;
  - (f) freight and packaging costs, removing and reinstallation.
- 5. Limitation of Liability.** It is understood and agreed that Rainier's liability, whether in contract, in tort, under any warranty, in negligence or otherwise, shall be limited to the undertaking set out above in paragraph 1 of this Limited Warranty, and under no circumstances shall Rainier be liable for special, indirect or consequential damages. The price stated for the items purchased is a consideration in limiting Rainier's liability and shall be based on current pricing at the time of the warranty claim.
- 6. Limitation of Actions.** No action for breach of warranty shall be commenced by the Purchaser more than one year after the accrual of the alleged cause of action.
- 7. Merger.** This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Window and to any and all warranties and representations related to it.
- 8. No Oral Modification or Waiver.** No modification of this warranty, or waiver of its terms, shall be binding on either party unless approved in writing by both parties.
- 9. Governing Law.** This warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of Washington.