



## WindowRama Extended Labor Warranty (RamaCare)

- 1. INTRODUCTION.** These Window Extended Labor Warranty terms and conditions (the "Extended Warranty") and Your purchase receipt (collectively the "Plan") govern the service contract between You and Us on Your Covered Product, including coverage information, claim instructions, cancellation rights, limitations and exclusions, and other important information. Please read this document carefully to fully understand Your Plan's coverage.

**This Plan requires the resolution of disputes through individual small claims action or individual arbitration. Please read Section 11 for further information that affects Your legal rights.**

- 2. DEFINITIONS.** Under this Plan, the following terms have the meanings set forth below:

- (a) "Covered Product" means the window(s) purchased by You, as indicated on Your purchase receipt.
- (b) "Expiration Date" means the date that coverage under this Plan ends, as described below.
- (c) "Extended Warranty" means this extended labor warranty, as defined in Section 1.
- (d) "Obligor," "We," "Us," and "Our" mean WindowRama Enterprises, Inc., located at 71 Heartland Blvd., Edgewood, NY 11717, and a telephone number 800-695-RAMA (7262).
- (e) "Plan" is defined in Section 1.
- (f) "Plan Price" means the total price that You paid for this Plan, as listed on Your purchase receipt.
- (g) "Plan Purchase Date" means the date that You purchased this Plan.
- (h) "Term" is defined in Section 3.
- (i) "You" and "Your" means the original purchaser of the Covered Product and this Plan or any valid transferee or assignee of the Plan owner.

### 3. COVERAGE TERM.

- (a) This Plan commences on the Plan Purchase Date and remains in effect for the duration of the Covered Product's manufacturer parts-only limited warranty ("Term").
- (b) If the Covered Product is being serviced when this Plan expires on the Expiration Date, coverage will be extended until the applicable services are completed.

### 4. ELIGIBILITY.

- (a) The Covered Product must be purchased from WindowRama.
- (b) This Plan must be purchased within two (2) years of the purchase of the Covered Product.
- (c) The Covered Product must be in good working order as of the Plan Purchase Date to be eligible for coverage.
- (d) **This Plan does not cover pre-existing conditions or losses to Covered Products that occurred prior to the Plan Purchase Date.**
- (e) We may require You to provide Your Plan's purchase receipt when requesting coverage. Please keep these documents in a secure and readily accessible location for future use.

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(f) You must have made all required Plan payments to receive coverage.

### 5. COVERAGE.

(a) **Covered Losses.** Subject to this Plan's limitations and exclusions, We will arrange and pay for the labor required to provide the Covered Product's repair or replacement, as determined in Our sole discretion, upon the occurrence of one or more of the following covered damages or failures:

- (i) **Twenty-Year Glass Coverage:** The glass in factory-glazed windows and doors is to be free from defects in manufacturing, materials, and workmanship. It is also warranted not to develop, under normal conditions, any material obstruction of vision or stress cracks resulting from manufacturing defects or because of premature failure of the glass or organic seal. Patterned glass (including obscure, pebble, fern, reed, and cascade designs) is warranted not to develop, under normal conditions, any material change in appearance or stress cracks resulting from manufacturing defects or because of premature failure of the glass or organic seal. **This Extended Warranty on glass does not apply to special order glazings, art glass, insulated art glass, impact-resistant glass, insulated glass with shades or blinds between the glass or glass that is not factory installed.**
- (ii) **Ten-Year Other Components Coverage:** Non-glass portions of windows (including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, exterior trim, sash, and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for ten (10) years from the date of purchase from the retailer/dealer. This Extended Warranty does not apply to electric window operators, or retractable insect screens. The non-glass portions of windows with wood exteriors and commercial doors are subject to a coverage Term of five (5) years, but otherwise identical to the ten (10) year Extended Warranty described above.

(b) **Repair Parts/Replacement Products.**

- (i) Any repaired or replaced Covered Product that We provide You or that You receive under the Covered Product's applicable manufacturer or supplier warranty will continue to be covered under this Plan for the remainder of the Term.
- (c) **Limit of Liability.** Our coverage under this Plan is limited solely to the cost of the labor for the coverages described above. In no instance shall we be liable for any additional costs or services.

### 6. HOW TO FILE A CLAIM.

- (a) To file a claim, log into Our claims portal 24/7, 365 days at [windowrama.com](http://windowrama.com) or call Us at 1-800-695-RAMA. We will help evaluate the issue and provide You with instructions for filing a claim. Customer service agents will be available to answer Your calls between the hours of 7am to 7pm EST, 7 days a week. After business hours and during the weekends, You may also leave a voice message describing Your claim, which We will respond to within 48 hours under normal circumstances.
- (b) We reserve the right to inspect the Covered Product upon receipt or at the time of service.
- (c) Please note that We must authorize any repairs or replacements to be eligible for coverage. We may deny any claims or decline to reimburse You for any losses where You fail to follow this Plan's claims procedures or to receive Our approval prior to service.
- (d) All claims must be reported prior to the Expiration Date to be eligible for coverage.

### 7. EXCLUSIONS. The following is not covered under Your Plan:

- (a) **Losses that are covered under a manufacturer or supplier's warranty or that are subject to a manufacturer's recall;**

- (b) Any pre-existing conditions or damages to Covered Products that occurred in the period prior to the Plan Purchase Date;
- (c) Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- (d) Units improperly assembled or improperly mulled by others.
- (e) Failure due to the application of non-original equipment manufacturer hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- (f) Failure to properly install original equipment manufacturer hardware and/or exterior trim.
- (g) Failure to remove protective film within recommended time frames.
- (h) Adjustments or corrections due to improper installation.
- (i) Improper installation or use, including use of a non-commercial door as a main entrance or exit door for a building other than a single-family residential unit or re-installing a window or door after it has been removed from a building and re-sold and/or re-installed in a different building.
- (j) Exposure to conditions beyond published performance specifications.
- (k) Water infiltration other than as a result of a defect in manufacturing, materials, or workmanship.
- (l) Condensation.
- (m) Improper maintenance, such as the use of brick wash, razor blades, sealants, sanding or improper washing.
- (n) Failing to properly seal and maintain the exposed wood portions of a product. This includes but is not limited to, the exposed wood on all sides of a door panel (e.g., exterior, interior, top, bottom, and both sides), a door frame and wood grilles.
- (o) Chemicals or airborne pollutants, such as salt or acid rain.
- (p) Delivery by persons other than Us, the selling dealer, or the original equipment manufacturer.
- (q) Accidents.
- (r) Acts of God.
- (s) Normal wear and tear.
- (t) Covered Products purchased outside of the United States;
- (u) Claims made under any improperly or incorrectly purchased Plan;
- (v) Any cost recoverable under any other warranty, guarantee, or insurance policy, in which case, this Plan only provides secondary or excess coverage for covered losses, including the cost of any applicable deductible;

We shall not provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose Us to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the United States of America.

## 8. CANCELLATION

- (a) You may cancel this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least

ten (10) days if the Plan is delivered to You at the time of sale and if no claim has been made during this period, the Plan shall be void and We shall refund to You the full Plan Price. Please see Section 12 for any additional cancellation restrictions.

- (b) If We fail to provide a refund of Your Plan Price within thirty (30) days after a valid cancellation under Section 9(a), a 10% penalty will be added to Your refund amount. An additional 10% penalty shall be added to the refund for each subsequent month that the refund is not made.
- (c) You will not receive a refund of the Plan Price if You cancel after the time described in Section 9(a) has elapsed.
- (d) If this Plan was inadvertently sold to You on a product that was not intended to be covered by this Plan, We may cancel this Plan immediately upon notice and return the full Plan Price to You.
- (e) In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Plan, We may cancel this Plan immediately and without prior notice and We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.
- (f) In the event of non-payment by You, We may cancel this Plan immediately.

## 9. MISCELLANEOUS

- (a) Transferability. With our prior approval, this Plan is transferable or assignable by You to a new contract holder. If we approve a transfer, You will be charged a transfer fee of 25% of the Plan Price, not to exceed \$250.
- (b) Subrogation. If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting the settlement of a claim, You transfer to Us Your right to recovery against any other party.
- (c) Entire Agreement. This Plan represents the entire contract between You and Us concerning the subject matter herein. Neither the selling dealer nor any other agent has the authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.
- (d) Not a Contract of Insurance. This Plan is an extended warranty and not an insurance policy or contract. Our obligations under this extended warranty are backed only by the full faith and credit of the obligor (issuer) and are not guaranteed under a service contract reimbursement insurance policy.
- (e) Assignment. We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least thirty (30) days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.
- (f) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (g) Severability. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in

any way be affected or impaired thereby.

## 10. ARBITRATION & CLASS ACTION WAIVER

**READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.**

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan—whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting [www.adr.org](http://www.adr.org). Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

## 11. STATE-SPECIFIC DISCLOSURES:

**Connecticut Residents:** If Your Protection Period End Date occurs while Your Covered Product is being repaired, Your coverage will extend until the repair is completed. If we are unable to resolve any disputes with You regarding this Plan, You may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.