

## **RAM Artisan & Curated Collections All Multi-Family Residential or Other Commercial Buildings Limited Warranty**

**IMPORTANT: Please carefully read the entirety of this RAM Industries Acquisitions, LLC (“RAM”) Artisan & Curated Collections Limited Warranty (“Limited Warranty”) before purchasing or installing products. By installing or using RAM Artisan & Curated Collection products, you acknowledge that this Limited Warranty is part of the terms of sale.**

This Limited Warranty applies to RAM Artisan & Curated Collection products sold after August 1, 2024 for use in all multi-family residential or other commercial buildings and is made solely to the original owner at the time of purchase, until such owner no longer owns and/or resides in the property. All warranty periods described below begin on the date of original delivery, subject to the limitations and exclusions stated herein. This Limited Warranty is non-transferable and non-assignable.

In honoring this Limited Warranty for timely claims on covered items, RAM reserves the right to choose whether to repair or replace any defective products or materials, or refund the purchase price. In the event that RAM elects to replace your products, the associated costs of labor and/or installation are not covered, and RAM may satisfy its warranty obligations by providing replacement products. Such repair or replacement does not extend the duration of the Limited Warranty. RAM will not be responsible for the cost of labor or materials required for repairing or restoring any material or surfaces beyond the RAM Artisan Window and/or Door product. RAM is not responsible for any labor when a complete replacement unit is provided.

### **Arbitration and Class Action Waiver (“Arbitration Agreement”)**

**YOU and RAM AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR RAM PRODUCTS (INCLUDES RAM GOODS AND RAM SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your RAM products were purchased directly or indirectly from a RAM Approved Distributor, You and the RAM Approved Distributor agree to Arbitrate Disputes arising out of or relating to Your RAM Products and waive the right to have a court or jury decide Disputes. **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR RAM PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to RAM no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your RAM Goods. To opt out, You must send notice by email to [service@ramind.com](mailto:service@ramind.com), with the subject line “Arbitration Opt Out” or by calling 281-495-9056. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your RAM Products. If you have questions about the Arbitration Agreement or Arbitration Opt Out, contact us at [service@ramind.com](mailto:service@ramind.com) or 281-495-9056.

### **Insulated Glass**

RAM warrants that all factory glazed Artisan & Curated Collection window and door products shall be free of material defects in manufacturing and/or materials for a period of ten (10) years from the date of original delivery. The warranties herein cover only manufacturing defects related to the insulated glass unit and do not include defects or damages caused by, or as the result of, the following circumstances:

- a) Scratches or other minor imperfections in the glass, including slight glass curvature or color variations, that are not readily and objectively observed more than four feet away, do not affect the structural integrity of the glass, do not materially obstruct vision, or are considered acceptable imperfections per ASTM standards.
- b) Glass breakage for any cause or any reason, including stresses arising from glass surface temperature differentials or caused by building settlement or movement. Stress cracks in glass panels can result from natural settlement or extreme thermal changes between inside and outside temperatures. Stress cracks are not the result of defects in materials and/or workmanship.
- c) The transportation or installation of the glass product or products at altitudes in excess of 3,500 feet above or below the point of manufacture.
- d) The gradual, natural migration of inert gas in-fills used in insulated glass units.
- e) Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.
- f) Installation in areas with high moisture (i.e., swimming pool enclosures) or high vibration (i.e., airports).
- g) Seal failure caused by cleaning chemicals or other outside agents.

**Condensation**

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, mold, mildew, or fungus on the surfaces of the frame and/or glass is not covered by this Limited Warranty.

**Simulated Divided Lites / Applied Grilles**

Materials which are applied to the face of insulated glass for the purpose of Simulating Divided Lites (SDLs), are warranted against detaching from the glass surface for a period of five (5) years.

**Hardware**

Window and door hardware (including non-electric operators, locks, cranks, balance systems, hinges, handles, rollers, screens, weatherstripping, and exterior trim) are warranted against manufacturing defects for five (5) years if such hardware is returned to RAM and confirmed as defective. All other hardware not listed is warranted for one (1) year.

**Screens**

All screens provided by RAM are intended to impede the intrusion of insects and are not intended to keep persons or other animals in or out. Screens are not designed to prevent falls.

**Frame Finish**

For a period of five (5) years on all anodized finishes, ten (10) years on all AAMA 2604 painted finishes, and fifteen (15) years on all AAMA 2605 finishes, RAM warrants that its exterior finishes from peeling, checking, cracking, or exhibiting excessive chalk, fade, or color change<sup>1</sup> in such a way as to significantly adversely affect the appearance of the surface to which the product has been applied and result in damage to the surface.

**Owner Responsibility**

The life of your windows and doors increases with proper care and maintenance and require reasonable care and periodic cleaning. In salt-air environments increased care and maintenance is required. Visit [www.ramwindows.com](http://www.ramwindows.com) for additional care and maintenance information. Failure to comply with RAM installation and maintenance instructions voids all warranties unless it is clearly established by the Owner of the product that defect or failure is unrelated to such noncompliance.

RAM products are tested and manufactured to current fenestration standards.

**Exclusions to Limited Warranty Coverage**

In addition to any other limitations or exclusions in this Limited Warranty, RAM shall have no obligation for product failure, damage, injury, defect, or costs due to or related to the following:

- Installation/use in high humidity areas (pools, saunas, hot tubs, etc.) or buildings with excess humidity.
- Normal wear and tear; including fading and/or discoloration from normal use, age or sun exposure.
- Installation into structures that do not allow for appropriate water/moisture drainage, such as "Exterior Insulation & Finish Systems" (EIFS), a.k.a. "synthetic stucco" without an effective drainage system.
- Accidents, fire, explosion, misuse, abuse, vandalism, building settling, war, terrorism, acts of third parties beyond RAM's control, or Acts of God including but not limited to fire, flooding, earthquakes, hurricanes and gale force winds.
- Failure to follow RAM's care and maintenance instructions.
- Field mulling, field finishes, product modifications, or glazing not factory installed.
- Use of expanding spray foams applied around the perimeter of product during the installation process, unless applied consistent with AAMA 812-04.

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<sup>1</sup> "Chalking" of the exterior finish is not a defect unless it exceeds a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D4214. Fading or changing in color of the exterior finish is not a defect unless it exceeds five (5) E units, calculated in accordance with ASTM D2244, paragraph 6.2. Color change shall be measured on an exposed area of finish that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed area of finish. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. If the above ASTM standards change, the standard in effect at the time of purchase applies. As an option to replacement, we may choose to refinish the product.

- Deficiencies in wall design, project design or construction, or structural failures.
- Improper storage or handling, or exposure to excessive heat (in excess of 150-degrees F).
- Failure to properly install flashing, exterior trims, panning, subsills, or receptors. If liquid applied flashing or fluid applied weather barrier is utilized during installation, the installer must follow the instructions from the manufacturer of such product during its application to both the rough opening and also the area surrounding each window or door once installed, must not utilize products that are incompatible with RAM products or sealants, and must utilize primer where necessary.
- Improper installation of doors or windows, including failure to follow RAM's installation instructions, industry standards, and/or sound construction practices.
- Failure to properly apply caulk or sealant. For example, certain RAM products include a nailing fin or flange that is not designed to prevent water intrusion, and must be properly sealed during install.
- Water or air infiltration that is not a result of a product defect.
- Exposure to abnormal weather conditions, including hail, acid rain, tropical storm or hurricane. In coastal environments, there is greater than normal risk of corrosion or deterioration, which shall not be RAM's responsibility, except for manufacturing defects causing abnormal corrosion or deterioration beyond what is expected for a coastal environment based on the products selected and proper maintenance.
- Damage or SDL detachment caused by the use of harsh chemicals (such as brickwash, bleach, alcohol, hydrochloric acid, or muriatic acid), or improper use of tapes or sealants. Do not use any cleaning agent other than a mild, non-abrasive window washing solution or glass cleaner applied in accordance with any product labeling instructions and RAM's care and maintenance instructions.
- For window and door units pre-installed into modular buildings or rectangular structures before the structure is transported and delivered to the site of intended use, any claims must be documented by photographs taken prior to such transportation, and no warranty coverage is provided for such claims arising during or after such transportation.
- For pre-fabricated wall panels, such panels must be erected and installed before RAM window and door units are installed and incorporated into the building envelope.
- Application of after-market window films to glass surfaces.
- Products that have not been paid for in full.
- Any field testing conducted without meeting the following requirements. RAM is not responsible for the cost of any field testing unless specifically agreed upon. Any initial field testing shall be performed within thirty (30) days of installation, as soon as practical after installation has begun and before a substantial portion of the project is completed, using properly calibrated testing equipment and accounting for units that exceed the maximum test size, consistent with AAMA 502-21, except that the exterior façade need not be completed prior to such testing. Any field tests must be conducted by a certified testing organization recognized by AAMA, at no more than 2/3 test pressure as compared to the product rating, in accordance with AAMA 502-21 (if within 30 days after installation) or AAMA 511-08 (if afterward) unless otherwise agreed, after giving RAM reasonable notice (2 weeks prior) and the opportunity to participate in such testing. For any test failure believed to be caused by a manufacturing defect, RAM must be given a reasonable opportunity to evaluate the concern and develop a remedial solution, and such failure by itself does not justify nonpayment or the removal and replacement of such products.

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN THE EVENT THAT SUCH EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES IS NOT EFFECTIVE, THE DURATION OF ANY SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN. NO DEALER, EMPLOYEE, OR AGENT OF RAM, NOR ANY THIRD PARTY, MAY CREATE OR ASSUME ANY OTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY ON BEHALF OF RAM. ANY PRODUCT OR COMPONENT NOT SPECIFICALLY SUBJECT TO THIS LIMITED WARRANTY IS PROVIDED AS IS AND WITHOUT WARRANTY. IT IS UNDERSTOOD AND AGREED THAT RAM'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER/OWNER AND UNDER NO CIRCUMSTANCES SHALL RAM BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS THE COST OF REPAIRING OR REPLACING OTHER PROPERTY CLAIMED TO BE DAMAGED). NO ACTION ARISING OUT OF THE TRANSACTION MAY BE BROUGHT BY THE PURCHASER/OWNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES**



**YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY ADVERTISED PERFORMANCE RATINGS ARE BASED ON INDIVIDUAL PRODUCT TESTS. MULLED UNITS REQUIRE DIFFERENT AAMA TESTING PROCEDURES. PLEASE CONSULT RAM OR YOUR AAMA GUIDELINE BOOKLET FOR MORE INFORMATION. IF ANY PART OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID AND ENFORCEABLE.**

**Warranty Claim**

Within the warranty period, RAM must be notified immediately, and in no case more than ninety (90) days, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. RAM may require that warranty claims be made in writing and include the original purchaser's name, address, date of purchase, dealer from which the product was purchased, and/or information from a product label or stamp. RAM may charge a fee for on-site product inspections that reveal no product defects. Warranty claims and inquiries may be made through RAM's website ([www.ramwindows.com](http://www.ramwindows.com)), by phone (281-495-9056), or by mail to: RAM Windows & Doors, Attn: Warranty / Service Department, 5615 W Fuqua Street, Bldg 101-C, Houston, TX 77085.