



CANADA WINDOWS & DOORS
VINYL WINDOWS & PATIO DOORS
PRODUCT LIMITED WARRANTY AND FINISH LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire Canada Windows & Doors Limited Warranty and Limitation of Liability (“Limited Warranty”) before purchasing or installing this product. By installing or using this product, the Buyer acknowledges that this Limited Warranty is part of the terms of sale.

This Limited Warranty applies only to Vinyl Windows and Patio Doors manufactured by Canada Windows & Doors. Canada Windows & Doors makes the following exclusive express Limited Warranties for Canada Windows & Doors products installed within Ontario, Canada.

Arbitration and Class Action Waiver (“Arbitration Agreement”)

Canada Windows & Doors and the Buyer agree to arbitrate disputes arising out of or relating to Canada Windows & Doors Products’ and waive the right to have a court or jury decide disputes. In addition, if Canada Windows & Doors Products were purchased directly or indirectly from Canada Windows & Doors or its’ authorized dealer(s), the Buyer and Canada Windows & Doors dealer(s) agree to Arbitrate Disputes arising out of or relating to Canada Windows & Doors Products and waive the right to have a court or jury decide Disputes. **THE BUYER WAIVES ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO CANADA WINDOWS & DOORS PRODUCTS.** The Buyer may opt out of this Arbitration Agreement by providing notice to Canada Windows & Doors no later than ninety (90) calendar days from the date of purchase or otherwise took ownership of Canada Windows & Doors Products. To opt out, notice must be sent by email to: customerservice@canwindoors.com, with the subject line “Arbitration Opt Out” or by calling 1-800-561-2176. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable Limited Warranty pertaining to Canada Windows & Doors’ Products.

I. LIMITED LIFETIME WARRANTIES FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES WITHIN CANADA

This Limited Warranty applies only to Vinyl Windows and Patio Doors manufactured by Canada Windows & Doors. Canada Windows & Doors makes the following exclusive express Limited Warranties for Canada Windows & Doors vinyl windows and patio doors installed in owner-occupied single-family homes within Canada.

A. Limited Lifetime Non-Glass Materials and Workmanship Warranty: Vinyl Windows and Patio Doors

This Limited Lifetime Warranty applies only to Canada Windows & Doors vinyl windows and patio doors. Canada Windows & Doors warrants that all non-glass components of its’ vinyl windows & patio doors will be free of defects in material or workmanship that significantly impairs their proper operation and function for as long as the Buyer owns and occupies the home into which the vinyl windows and patio doors manufactured by Canada Windows & Doors are installed. If Canada Windows & Doors is given notice of a defect in materials or workmanship of a vinyl window or patio door manufactured by Canada Windows & Doors, Canada Windows & Doors shall at its’ sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labour included only within one (1) year from the date of sale by Canada Windows & Doors or its’ authorized dealer(s), or 2) refund the original purchase price. This Limited Lifetime Warranty is provided to the original Buyer and may not be assigned or transferred. Vinyl windows & doors manufactured by Canada Windows & Doors installed in other than owner-occupied single-family homes and glass are excluded from this Limited Lifetime Warranty.

II. TRANSFERRABLE LIMITED 20/5 WARRANTIES FOR PRODUCTS INSTALLED IN OTHER THAN OWNER-OCCUPIED SINGLE-FAMILY HOMES AND LIMITED 20/10 WARRANTY FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

A. Non-Glass Materials and Workmanship: Transferrable 5-Year (5-Year) Limited Warranty

This transferrable Five-Year (5-Year) Limited Warranty applies to other than owner-occupied single-family homes and automatically replaces the Limited Lifetime Warranty for products installed in owner-occupied single-family homes, upon Buyer’s transfer of ownership of the single-family home or at such time that the Buyer ceases to occupy the home, within five (5) years of the date of sale by Canada Windows & Doors or its’ authorized dealer(s). Canada Windows & Doors warrants that all non-glass components of its vinyl windows and doors shall be free of manufacturing defects in material or workmanship that significantly impairs their proper operation and function for five (5) years from the date of sale by Canada Windows & Doors or its’ authorized dealer(s). If Canada Windows & Doors is given notice of a defect in materials or workmanship of a vinyl window or door occurring within five (5) years from the date of sale by Canada Windows & Doors or its’ authorized dealer(s), Canada Windows & Doors shall at its’ sole option: 1) repair or replace the defective part(s) or products(s) (with cost of labour included only within one (1) year of the date of sale by Canada Windows & Doors or its’ authorized dealer(s)), or 2) refund the original purchase price. This Five-Year (5-Year) Limited Warranty may be transferred.



B. Non-Laminated Glass: Transferrable Fifteen-Year (15-Year) Limited Warranty

Canada Windows & Doors warrants that non-laminated glass in Covered Canada Windows & Doors Products shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for fifteen (15) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given notice of a glass defect occurring within fifteen (15) years of the date of sale by Canada Windows & Doors or its' authorized dealer(s), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective glass (with cost of labour included only within one (1) year of the date of sale by Canada Windows & Doors or its' authorized dealer(s), or 2) refund the original purchase price. This Limited Warranty may be transferred. Sealed units purchased separately, are warranted for one (1) year if factory installed within a vinyl frame. If factory installed within a wood frame, the warranty is

C. Laminated & Tempered Glass: Transferrable Ten-Year (10-Year) Limited Warranty

The laminated glass in Covered Canada Windows & Doors Products, is guaranteed against delamination, premature failure of the glass or a significant permanent obstruction of vision due to failure of the glass seal for a period of ten (10) years following the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given notice of a defect in materials or workmanship occurring within ten (10) years or from the date of sale by Canada Windows & Doors or its' authorized dealer(s), shall at its' sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labour included only within one (1) year from the date of sale by Canada Windows & Doors or its' authorized dealer), or 2) refund the original purchase price.

D. Blinds or Shades Sealed Between Insulating Glass: Transferrable Five-Year (5-Year) Limited Warranty

Canada Windows & Doors warrants that the insulating glass (with blinds or shades sealed inside) shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that the between-the-glass blind or shade shall be free from manufacturing defects in material or workmanship that significantly impairs their proper operation and function for five (5) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given notice of a defect occurring within five (5) years of the date of sale by Canada Windows & Doors or its' authorized dealer(s), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective glass unit (with the cost of labour included only within one (1) year of the date of sale by Canada Windows & Doors or its' authorized dealer(s)), or 2) refund the original purchase price.

E. Exterior Surround Made with AZEK® Trim: Transferrable Twenty-Five-Year (25-Year) Limited Warranty

Canada Windows & Doors warrants that the exterior surround, made with AZEK® Trim, shall be free of rot, corrosion, delaminating or excessive swelling from moisture for twenty-five (25) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). Product must be installed and painted (finished) in accordance with Canada Windows & Doors installation instructions. If Canada Windows & Doors is given notice of a defect occurring within twenty-five (25) years of the date of sale by Canada Windows & Doors or its' authorized dealer(s), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective component(s) (with cost of labour included only within one (1) year of the date of sale by Canada Windows & Doors or its' authorized dealer(s)), or 2) refund the original purchase price of the defective parts. This warranty does not cover the painted finishes or coating applied to the product by the original purchaser or any third party.

F. Exterior Paint: Transferrable Ten-Year (10-Year) Limited Warranty

Canada Windows & Doors warrants that the exterior paint finish on Covered Canada Windows & Doors shall not check, crack, flake or peel and shall be free of manufacturing defects in material or workmanship that significantly impairs their proper operation and function for a period of ten (10) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given notice of a defect covered by this warranty occurring within ten (10) years of the date of sale by Canada Windows & Doors or its' authorized dealer(s), Canada Windows & Doors shall at its' sole option: 1) refinish the product (the finish will be done with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product), or 2) repair the product or provide replacement part(s) or product(s) (with cost of labour included only within one (1) year of the date of sale by Canada Windows & Doors or its' authorized dealer), or 3) refund the original purchase price.

G. Custom Tempered Glass or Customer Supplied Glass: Two-Year (2-Year) Limited Warranty

Canada Windows & Doors warrants that tempered glass in Covered Canada Windows & Doors Products or customer supplied glass sealed by Canada Windows & Doors shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for two (2) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given notice of a glass defect occurring within two (2) years of the date of sale by Canada Windows & Doors or its' authorized dealer(s), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective glass (with cost of labour included only within one (1) year of the date of sale by Canada Windows & Doors or its' authorized dealer(s), or 2) refund the original purchase price. This Limited Warranty may be transferred.



III. CONDITIONS APPLICABLE TO ALL SALES OF COVERED CANADA WINDOWS & DOORS PRODUCTS AND LIMITED WARRANTIES

Limitation of Warranty

Failure to comply with Canada Windows & Doors or S.A.W.D.A.C. installation & maintenance instructions voids all warranties unless it is clearly established by the Buyer and/ or User of the product(s) that the defect or failure is unrelated to such non-compliance.

This Limited Warranty does not extend to the use of Covered Canada Windows & Doors Products under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product or under conditions not reasonably foreseeable to, or beyond the control of, Canada Windows & Doors. The Buyer and/ or User assume all risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Canada Windows & Doors Products.

NEITHER CANADA WINDOWS & DOORS OR ITS' AUTHORIZED DEALER(S) MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY

Allocation of Risks of Canada Windows & Doors Performance

As all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Canada Windows & Doors is not responsible for claims and/ or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction or maintenance; failure to install Canada Windows & Doors products in accordance with Canada Windows & Doors or S.A.W.D.A.C Installation Instructions; or the use of Canada Windows & Doors in barrier wall systems, which do not allow for proper management of moisture within the wall system. The determination of the suitability of all building components, including the use of Canada Windows & Doors Products, as well as the design and installation of flashing and sealing systems, is the responsibility of the Buyer and/ or User, the architect, contractor, installer or other construction professional and is not the responsibility of Canada Windows & Doors. All risks related to building design and construction or the maintenance, installation and use of Canada Windows & Doors products shall be assumed by the Buyer and/ or User.

IMPORTANT NOTICE: Canada Windows & Doors products **should not** be used in barrier wall systems, which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS), (also known as synthetic stucco) or similar systems. Canada Windows & Doors makes **no warranty of any kind on and assumes no responsibility for patio doors and windows from Canada Windows & Doors installed in barrier wall systems.**

Limitation of Liability

This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION), SHALL CANADA WINDOWS & DOORS OR ITS' AUTHORIZED DEALER(S) BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY CANADA WINDOWS & DOORS PRODUCTS.**

Limitation of Remedy

THE EXCLUSIVE REMEDY OF THE BUYER AND/ OR USER AND THE SOLE LIABILITY OF CANADA WINDOWS & DOORS AND ITS' AUTHORIZED DEALER(S) FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE AT THE OPTION OF CANADA WINDOWS & DOORS, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF CANADA WINDOWS & DOORS OR ITS' AUTHORIZED DEALER(S) EXCEED THE PRICE PAID FOR THE PRODUCT.

Replacement products shall be a reasonably similar current product and may not exactly match the original. Even where Canada Windows & Doors chooses to repair or replace product within one (1) year of the date of sale, the costs covered by this warranty do not include any labour or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Canada Windows & Doors product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Canada Windows & Doors or its' authorized dealer(s) provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then the Buyer and/ or User agrees that this limitation of remedy shall not have failed of its' essential purpose.

DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER

Any product sold, transported or exported outside of Canada or outside of the territories served by Canada Windows & Doors and installed more than 50 kilometers from a Canada Windows & Doors dealer(s) is not covered by the one (1) year warranty on labour, except if a written agreement with Canada Windows & Doors has been made beforehand. In the absence of a specific agreement on travel and transportation fees, no labour service will be offered and only parts will be supplied to the dealer(s) having sold the products under the conditions of the present warranty.

The cost of assembling and/ or disassembling scaffolding and all other fees or costs necessary or required to access a defective product(s), its' removal and reinstallation, as well as any finishing work, repainting, brick work or masonry, etc.

Canada Windows & Doors is not responsible for or makes no warranty as to:

1) Product failure, loss or damage due to:

- Warping in windows equal or inferior to one quarter inch (1/4") or six (6) millimeters.
- Muller windows that have a tolerance of less than one quarter inch (1/4").
- Any damage to merchandise transported by a Buyer and/ or User or any third party other than Canada Windows & Doors to any other property or person.
- The distortion, deformation or bulging phenomenon which can occur in all glass products but particularly in heat-treated glass (i.e. tempered) and is directly caused by reflection and refraction of light during the rapid air-cooling process. It comes in the form of waving, spots, stains, indistinct lines or bulges and cannot be considered as a defect in the glass.
- Scratches on glass that are invisible to the naked eye at one (1) meter or more from the affected glass unit.
- Application of coatings or films after installation will void the warranty.
- Canada Windows & Doors is not responsible for incidental or consequential damages and its' liability shall, in all circumstances be limited to repair or replacement at Canada Windows & Doors sole discretion.
- Windows that exceed the minimum or maximum sizes established by Canada Windows & Doors.
- PVC and/ or aluminum products DISTRIBUTED BUT NOT MANUFACTURED by Canada Windows & Doors are excluded from this warranty. In such a case, only the original manufacturer's warranty applies.
- Glass on products DISTRIBUTED BUT NOT MANUFACTURED by Canada Windows & Doors are excluded from this warranty. In such a case, only the original manufacturer's warranty applies.
- Water or air leakage or other damage or malfunction due to improper or defective installation or improper use.
- Normal wear and tear.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Mechanical abrasion to finishes.
- Hardware finishes.
- Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/ contractor are not covered by this warranty.
- Structural settlement, movement or vibration.
- Finishing or modifying the structure containing the repaired or replaced product.
- Products exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Normal wear, fading or discolouration of finish from product usage, age or exposure to direct sunlight.
- Unequal fading or discolouration that may occur if surfaces are not equally exposed to sun and elements.
- Acts of God (i.e. fire, flooding, tornadoes, etc.), fortuitous cases and/ or exposure to smoke, toxic vapors, chemical products, as well as the oxidation of metal and/ or any climatic factor such as salt environment, excessive temperatures, extreme conditions and/ or inadequate ventilation.
- Acid rain or other corrosive elements.
- Damage caused by high in-home humidity (condensation, frost or mould). Including condensation or frost which may occur as a natural result of humidity within the house or building area. Please refer to oe.nrcan.gc.ca for condensation prevention tips.
- Accidents, including accidental glass breakage; misuse; abuse, alterations; improper handling, operation or cleaning.
- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modification that are not approved by Canada Windows & Doors. Products having been repaired or modified or having been attempted to be repaired or modified by anyone other than an authorized Canada Windows & Doors representative.

- The defect or damage of any product or of its components which is related to abusive use, a lack of normal maintenance, an accident, a break-in, minor scratches or other imperfections not affecting the integrity of the structure or an installation which is not in conformity with current construction methods or excessive thermal or mechanical strains.
- Product used in an abusive manner or that has been in contact with harsh or damaging solvents or corrosive products, such as chemical products used to clean the vinyl frame or sash members or sea salt or if the product has been painted or coated with any product following its' purchase contrary to the recommendations of Canada Windows & Doors in the present warranty.
- Damage and/ or discolouration not the fault of Canada Windows & Doors to blinds or shades sealed between glass associated with wear and tear through product use, sun exposure, abuse or age.
- Ripping, tearing or other damage not the fault of Canada Windows & Doors to window screens associated with wear and tear through product use.
- Insects, including grasshoppers entering through Canada Windows & Doors Products.
- The purchase, damage, repair or replacement of non-Canada Windows & Doors Products.
- Products identified as "surplus", "stock", "final sale" or "seconds" at time of sale are not covered under this warranty.
- Canada Windows & Doors may require the defective Product to be inspected by one of its' representatives, in order to determine whether or not this warranty is applicable in part or in whole.
- Labour costs arising from investigation of an improper claim.
- Products that have not been paid for in full.

2) Minor Imperfections in the Product

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass colour.

3) Installation Inconsistent with Canada Windows & Doors or S.A.W.D.A.C. Installation Instructions

- Damage resulting in whole or part from installation inconsistent with Canada Windows & Doors or S.A.W.D.A.C. Installation Instructions.
- Altered or reinstalled products.
- Products used in non-vertical glazing applications.
- Combinations not built by Canada Windows & Doors or not built in accordance with Canada Windows & Doors recommendations for mulling and combining windows.

CSA (Canadian Standards Association)

Canada Windows & Doors products labelled with the Canadian Standards Association (CSA) A440.2 Energy Performance label are tested in accordance with CSA standards. CSA ratings are based on a combination of computer simulations and physical testing of product samples. For details on CSA energy performance ratings, go to: nrcan.gc.ca.

Argon

For Canada Windows & Doors labelled as having Low-E insulating glass with argon, Canada Windows & Doors injects argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of argon out of the insulating glass. Canada Windows & Doors makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

No Statement of Useful Life

This Finish Warranty is not a statement of the useful life of any Canada Windows & Doors product.

Entire Agreement

The limited warranties set forth in this document effective November 1st, 2018, are the only warranties express or implied, applicable to Canada Windows & Doors Products and supercede any all previous warranties offered by Canada Windows & Doors.

With the exception of a written statement signed by an authorized Canada Windows & Doors representative, this Limited Warranty and all the terms contained herein constitute the entire agreement between Canada Windows & Doors or its' authorized dealer(s) and the Buyer and/ or User. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, the Buyer and/ or User agree that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.



No Amendment Except in Writing

Canada Windows & Doors or its' authorized dealer(s) offers this product and the Buyer and/ or User accept it, subject to the foregoing Finish Warranty, which may only be modified by written agreement signed by a duly authorized representative of Canada Windows & Doors.

IV. PRODUCT REGISTRATION

All Canada Windows & Doors Products must be registered within 90 days of the purchase date in order for the warranty to be valid. Products not registered will be treated and covered under the "Re-Assigned" Warranty – this warranty will be ten (10) years for all parts and one (1) year labour from the original manufactured date (excludes "other Components" with one (1) year warranty). Proof of purchase is required.

Register on-line at www.canadawindowsanddoors.com/warranty.

Incomplete forms submitted to Canada Windows & Doors will not be considered for product registration. Canada Windows & Doors is not required to notify customers of invalid product registration forms. Contractor's may submit the registration form on behalf of their clients.

V. CLAIMS UNDER THESE WARRANTIES (Limited Lifetime; Factory Finish)

A. Prompt Notice of Claim

Within the warranty period (providing the Products have been registered), the Buyer and/ or User shall notify Canada Windows & Doors immediately and in no case more than one (1) year after any defect or other basis of a claim covered by these Limited Warranties is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties but for which Canada Windows & Doors did not receive notice within one (1) year from the time the problem first became known, shall be barred.

B. Limited Warranty Claim Procedure:

Claims under these Limited Warranties may be:

1. Provided in writing to:

CANADA WINDOWS & DOORS
Customer Service
119 Consumers Dr.,
Whitby, ON
L1N 1C4

2. Email: customerservice@canwindoors.com

3. Reported to customer service at 905-665-1506/ 1-800-561-2176 Monday through Friday, 8:30 a.m. to 5:00 p.m. E.S.T.

ALL claims must include the following:

- Claimants name, address and contact phone number.
- Installation address (if different from above).
- A description of the product, purchase price and location of purchase.
- A copy of the original invoice and/ or invoice number.
- A valid warranty registration number.
- A description of the product concerns (photos recommended).
- A brief summary of attempts made to address the concerns.

Canada Windows & Doors may charge a fee for on-site product inspections.

Canada Windows & Doors reserves the right to make changes or to modify our product/ finish limited warranties, terms and conditions at any time with or without notice.