



CANADA WINDOWS & DOORS
FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS
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, you are acknowledging that this Limited Warranty is part of the terms of sale.

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. CANADA WINDOWS & DOORS FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS LIMITED WARRANTIES

Canada Windows & Doors makes the following exclusive express Limited Warranties for Canada Windows & Doors Entry Door Systems installed in owner-occupied single-family homes within Canada, subject to the stated conditions and limitations.

A. Twenty-Year (20-Year) Non-Glass Materials and Workmanship Warranty: Fiberglass Entry Door Panels and Composite Frame Systems.

This Twenty-Year (20-Year) Warranty applies only to Canada Windows & Doors fiberglass entry door and composite frame systems, sidelites and transoms (“Covered Canada Windows & Doors Products”). Canada Windows & Doors warrants to the original homeowner of a residence for which Covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its’ authorized dealer(s) and installed in the original door openings that, for as long as the homeowner owns and occupies the residence, the non-glass materials and workmanship shall be free from defects that significantly impair the proper use and function of the Covered Canada Windows & Doors Products and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its sole option: 1) repair or replace the defective materials or workmanship or, 2) refund the original purchase price to homeowner or, where applicable, transferee. The Covered Canada Windows & Doors Products consist of the door and composite frame system, sidelites and transoms. The door consists of the fiberglass slab and any applied glazing material used on the rims, bottom gasket and bottom sweep (including astragals and flush bolts where applicable). Grills or any other alterations not installed by Canada Windows & Doors that impair operation or function shall void this warranty. Factory pre-finishing, including paint, stain or any other finished applied to the entry door material, is separately covered (see Section VI), and this warranty does not apply. Non-factory finishes are not warranted. This warranty is in force only when the above-named parts are genuine Canada Windows & Doors parts and Canada Windows & Doors assembled. This Twenty-Year (20-Year) Warranty on non-glass components does not apply to hardware finishes.

B. Ten-Year (10-Year) Limited Non-Glass and Materials Warranty: Steel Entry Door Panels and Clad Wood Frame Systems.

This Ten-Year (10-Year) Limited Warranty applies only to Canada Windows & Doors steel entry door and clad wood frame systems, sidelites and transoms (“Covered Canada Windows & Doors Products”). Canada Windows & Doors warrants to the homeowner of a residence for which Covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its’ authorized dealer(s) and installed in the original door openings that for ten (10) years from the date of sale, the non-glass materials and workmanship shall be free from defects that significantly impair the proper use and function of the Covered Canada Windows & Doors Products and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its sole option: 1) repair or replace the defective materials or workmanship, or 2) refund the original purchase price to the homeowner or, where applicable, transferee. The Covered Canada Windows & Doors Products consist of the door with the clad frame, sidelites and transoms. The door consists of the steel panel and any applied glazing material used; the rims, bottom gasket and bottom sweep (including astragals and flush bolts where applicable). Grills or any other alterations not installed by Canada Windows & Doors that impair operation or function shall void this warranty. Factory pre-finishing, including paint, stain or any other finishes applied to the entry door material is separately covered (see Section VI), and this warranty does not apply. Non-factory finishing is not warranted. This warranty is in force only when the above-named parts are genuine Canada Windows & Doors parts and Canada Windows & Doors assembled. This Ten-Year (10-Year) Limited Warranty on non-glass components does not apply to hardware finishes.



C. Factory Painted Doors – Steel & Fiberglass Warranty

- 10-Year warranty on painted finish.
 - For the above period the paint will not:
 - Crack, peel or blister.
 - Any fade will be even and not be detrimental to the appearance of the building.
 - Any fade will be within 5(delta)E of the original customer specification.
- *Delta referring to the original colour value of the door paint.

D. Factory Stained Doors – Fiberglass Textured Doors & Stain Grade Jambs Warranty

- 5-Year warranty on stained finish.
- For the above period, the stain and sealer will not:
 - Crack, peel or blister.
 - The topcoat must be re-applied every two (2) years to maintain coverage under this warranty.

II. LIMITED WARRANTIES FOR ALL ENTRY DOOR SYSTEMS (INSTALLED IN OWNER OCCUPIED SINGLE-FAMILY HOMES)

A. Non-Decorative Non-Tempered Glass Transferrable Fifteen-Year (15-Year) Limited Pro-Rated Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and installed in the original door openings that for fifteen (15) years from the date of sale, the non-decorative glass shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its sole option: 1) repair or replace the defective glass or 2) refund the original purchase price to the homeowner or, where applicable, transferee.

B. Decorative Glass Transferrable Ten-Year (10-Year) Limited Pro-Rated Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and installed in the original door opening that for ten (10) years from the date of sale, the decorative glass shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective glass or 2) refund the original purchase price to the homeowner or, where applicable, transferee.

C. Door Hinges, Hardware and Door-Frame Weatherstripping Manufacturers' Limited Pro-Rated Warranty

All Canada Windows & Doors fiberglass and steel entry door hinges, hardware handle sets, knobs, levers, deadbolts, multi-point locks and door-frame weatherstripping (covered accessories) carry the manufacturers' warranty. Canada Windows & Doors warrants to the homeowner of a residence for which covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and from manufacturing defects in material or workmanship that significantly impairs proper operation or function and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective materials or workmanship, or 2) refund the original purchase price.

D. Blinds or Shades Sealed Between Insulating Glass – Five-Year (5-Year) Limited Pro-Rated Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which covered Canada Windows & Doors Products or its' authorized dealer(s) and installed in the original door opening that for five (5) years from the date of sale, the insulating glass (with blinds or shades 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 proper operation or function and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective glass, or 2) refund the original purchase price to the homeowner or, where applicable, transferee.

E. Decorative Metal Accents and Wrought-Iron Options – Five-Year (5-Year) Limited Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which Covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and installed in the original door opening that for five (5) years from the date of sale, the decorative metal accents and wrought iron shall be free from premature failure or manufacturing defects that significantly impair operation or purpose and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective materials or workmanship, or 2) refund the original purchase price to the homeowner or, where applicable, the transferee.



F. Custom Decorative Glass – Five-Year (5-Year) Limited Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which Covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and installed in the original door opening that for five (5) years from the date of sale, the decorative metal accents and wrought iron shall be free from premature failure or manufacturing defects that significantly impair operation or purpose and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective materials or workmanship, or 2) refund the original purchase price to the homeowner or, where applicable, the transferee.

G. SDL (Simulated Divided Lites) – Five-Year (5-Year) Limited Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which Covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and installed in the original door opening that for five (5) years from the date of sale, the SDL (simulated divided lites) shall be free from premature failure or manufacturing defects that impair operation or purpose and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective materials or workmanship, or 2) refund the original purchase price to the homeowner or, where applicable, the transferee.

H. Custom Tempered Clear Glass – Five-Year (5-Year) Limited Warranty

Canada Windows & Doors warrants to the homeowner of a residence for which Covered Canada Windows & Doors Products were purchased from Canada Windows & Doors or its' authorized dealer(s) and installed in the original door opening that for five (5) years from the date of sale, the glass shall be free from premature failure or manufacturing defects that significantly impair operation or purpose and that upon prompt written notice of claim (see Section IX), Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective materials or workmanship, or 2) refund the original purchase price to the homeowner or, where applicable, the transferee.

III. CHANGES TO WARRANTIES RESULTING FROM CHANGE OF OWNERSHIP OR OCCUPANCY

All the warranties in Sections I, II and III above, may be transferred to a subsequent purchaser of your home. However, the Limited Lifetime Warranty is automatically converted into a Ten-Year (10-Year) Warranty of the same scope with the Ten-Year (10-Year) period running from original date of sale of the Covered Canada Windows & Doors Products. The same conversion occurs where you cease to occupy your home for any consecutive ninety-day (90-Day) period. Moreover, all other transferred warranties run for only their original durations.

IV. LIMITED WARRANTIES FOR ALL ENTRY DOOR SYSTEMS INSTALLED IN MULTI-RESIDENTIAL AND/ OR COMMERCIAL APPLICATIONS

A. Non-Glass Materials and Workmanship Two-Years (2-Year) Limited Warranty

Canada Windows & Doors warrants that all non-glass components of its' entry door system doors and all entry door system frames from Canada Windows & Doors installed in non-owner-occupied or non-single-family homes (including all commercial buildings) shall be free of manufacturing defects in non-glass material or workmanship that significantly impairs their proper operation and function for two (2) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given prompt written notice of claim of a defect in non-glass materials or workmanship of an entry door product from Canada Windows & Doors occurring within two (2) 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 Product(s), or 2) refund the original purchase price. This Limited Warranty may be transferred.

B. Decorative and Non-Decorative Glass Five-Year (5-Year) Limited Pro-Rated Warranty

Canada Windows & Doors warrants the glass in entry door systems from Canada Windows & Doors installed in non-owner occupied or non-single-family homes (including all commercial structures) shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for five (5) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). If Canada Windows & Doors is given prompt written notice of a claim of a glass defect occurring within five (5) years from the date of sale by Canada Windows & Doors or its' authorized dealer, Canada Windows & Doors shall, at its' sole option: 1) repair or replace the defective glass, or 2) refund the original purchase price. This Limited Warranty may be transferred.



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

A. **Limitation of Warranty**

Failure to comply with Canada Windows & Doors and S.A.W.D.A.C. Installation 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 labelling or under conditions not reasonably foreseeable to or beyond the control of Canada Windows & Doors. The Buyer and/ or User assume the risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Canada Windows & Doors Products.

NEITHER CANADA WINDOWS & DOORS NOR ITS' AUTHORIZED DEALER(S) MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY

B. **Allocation of Risks of Canada Windows & Doors Entry Door Systems 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 or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Canada Windows & Doors Products in accordance with Canada Windows & Doors Installation Instructions; or the use of Canada Windows & Doors Products in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). 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, 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 or similar systems. Canada Windows & Doors makes **no warranty of any kind on and assumes no responsibility for entry doors from Canada Windows & Doors installed in barrier wall systems.**

C. **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(S) 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.**

D. **Limitation of Remedy**

THE EXCLUSIVE REMEDY OF THE BUYER AND/ OR USER AND THE SOLE LIABILITY OF CANADA WINDOWS & DOORS OR 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(S) 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. Replacement products provided pursuant to the Limited Warranty shall be subject to the applicable Canada Windows & Doors Products 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) provide 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 agree that this limitation of remedy shall not have failed of its' essential purpose.

DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER

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

1) Product failure, loss or damage due to:

- Any product sold, transported or exported outside 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.
- 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.
- Labour costs arising from investigation of an improper claim.
- 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, improper use or abuse.
- Normal wear and tear from product usage or age, including normal wear and tear of weatherstripping.
- Normal wear, fading or discolouration of finish from product usage, age or exposure to direct sunlight.
- Damage resulting from the improper installation of door hardware, door sweep, door weatherstripping or door hinges.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Product reinstalled after removal from its' original installation.
- Altering overall dimensions of product.
- Mechanical abrasion to finishes.
- Minor scratches or imperfections.
- Damage due to water absorption.
- 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.
- Warping less than 3/8" which is deferred for 12 months, as the door panel takes time to adjust to local humidity levels.
- Products or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs, storm doors and greenhouses) or water leakage.
- Damage caused by high in-home humidity (condensation, frost and mould).
- Damage caused by failure to properly finish all door panels, sidelites, transoms, moldings, light rims and frame surfaces and jambs within 30 days of installation – including products stored in excess of 30 days.
- Damage caused by exposure to or inappropriate finishes, acid, solvents, brickwash, cleaning chemicals or fumes.
- Acts of God.
- Acid rain or other corrosive elements.
- Salt spray, including exposure to coastal weather conditions.
- Rusting, bulging, warping as a result of cut-down slabs to accommodate custom sizing.
- Application of after-market window films to glass surfaces.
- Accidents, including accidental glass breakage, not the fault of Canada Windows & Doors that results in a seal failure.
- Accidents, misuse, abuse, vandalism, alterations, improper handling, operation or cleaning.
- Pet damage of any kind.
- 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.
- Damage to glass as a result of installation at elevations above 5,500 feet.
- Products subjected to conditions outside their design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Canada Windows & Doors.



- Hardware finishes, including decorative metal accent options (clavos, hinge straps, etc.) and wrought iron.
- Canada Windows & Doors sidelites, doors and transoms installed in non-Canada Windows & Doors frames; the purchase, damage, repair or replacement of non-Canada Windows & Doors Products.
- Finishing or modifying the structure containing repaired or replaced products.
- Finish failure or any other losses arising from defects in the existing structure.
- 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.
- This warranty does not include materials and manufacture that may have been supplied, provided and/ or installed and covered by another manufacturer, distributor, installer, retailer, contractor, etc.
- Products that have not been paid in full.
- 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.

2) Minor Imperfections in the Product.

- Minor imperfections in glass that do not affect the product’s structural integrity or significantly obscure vision (including random variations in textures, level of opacity, swirls and bubblelike characteristics in decorative glass).
- Minor variations in glass colour.
- Natural variations in the colour or texture of any wood-grain surface.

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

- Damage resulting in whole or in part from failure to comply with Canada Windows & Doors and S.A.W.D.A.C. installation, finish or maintenance instructions.
- Altered or re-installed 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 Canada Windows & Doors Products.

No Statement of Useful Life

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

Entire Agreement

With the exception of a written statement signed by an authorized Canada Windows & Doors representative, this Limited Warranty and all the terms contained herein constitutes 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 the product covered by this Limited Warranty, the Buyer and/ or User agrees 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 Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of Canada Windows & Doors.

VI. CANADA WINDOWS & DOORS FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS FACTORY-FINISH LIMITED WARRANTY

Ten-Year (10-Year) Limited Warranty on Paint

Canada Windows & Doors warrants that all factory-applied paint finishes to fiberglass or steel door panels or door frames by Canada Windows & Doors will be free of any “Finish Defect” for a period of ten (10) years from the date of sale by Canada Windows & Doors or its’ authorized dealer(s). A Finish Defect includes cracking, peeling, blistering, flaking, chalking, blotchiness, surface contaminant and smudges that occur during the factory-finish process. Fading/ change in colour shall not be in excess of 5(delta)E units (NBS), calculated in accordance with ASTM 2244. If Canada Windows & Doors is given notice of such Finish Defect within ten (10) years from the date of sale, Canada Windows & Doors shall at its’ sole option: 1) refinish the product (the finish may not necessarily be the same finish as originally applied to the product), or 2) furnish labour to replace or repair any defective finish workmanship (and provide replacement materials if Canada Windows & Doors determines such materials are necessary to make the repairs), or 3) refund the original purchase price of the defective item in question. This Finish Warranty is provided to the original Buyer and may not be assigned or transferred, although the limitations of liability set forth herein apply to all sales and persons.



Five-Year (5-Year) Limited Warranty on Stain

Canada Windows & Doors warrants that all factory-applied stained finishes to door panels or door frames by Canada Windows & Doors will be free of any "Finish Defect" for a period of five (5) years from the date of sale by Canada Windows & Doors or its' authorized dealer(s). A Finish Defect includes cracking, peeling, blistering, chalking, surface contaminant and smudges that occur during the factory-finish process. A Finish Defect does not include fading due to UV or sunlight exposure or variation in stain absorption due to grain, colour and texture differences in the wood. If Canada Windows & Doors is given notice of such Finish Defect within five (5) years from the date of sale, Canada Windows & Doors shall, at its' sole option: 1) refinish the product (the finish may not necessarily be the same finish as originally applied to the product), or 2) furnish labour to replace or repair any defective finish workmanship (and provide replacement materials if Canada Windows & Doors determines such materials are necessary to make the repairs) or 3) refund the original purchase price of the defective item in question. This Finish Warranty is provided to the original Buyer and may not be assigned or transferred, although the limitations of liability set forth herein apply to all sales and persons. Canada Windows & Doors products with factory-applied interior primer only are excluded from the Interior Finish Limited Warranty.

VII. CONDITIONS APPLICABLE TO CANADA WINDOWS & DOORS ENTRY SYSTEMS FACTORY-FINISHED PRODUCTS AND THIS FINISH WARRANTY

A. Limitation of Factory-Finish Warranty

FAILURE TO COMPLY WITH CANADA WINDOWS & DOORS INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER AND/ OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NON-COMPLIANCE. This warranty does not extend to finished products subjected to conditions not reasonably foreseeable by Canada Windows & Doors that exceed the stated performance parameters of the finish and/ or product. The Buyer and/ or User assume all risk of any such use. This Finish Warranty is the exclusive warranty for finishing of a Canada Windows & Doors entry door systems factory-finished product. **NEITHER CANADA WINDOWS & DOORS OR ITS' AUTHORIZED DEALER(S) MAKE ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCT FINISH, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS FINISH WARRANTY.**

B. Limitation of Factory-Finish Liability

This Finish Warranty sets forth the maximum liability of CANADA WINDOWS & DOORS OR ITS' AUTHORIZED DEALER(S) for the finish of the products. **IN NO EVENT (INCLUDING WHERE THIS FINISH 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, FINISHING OR USE OF ANY CANADA WINDOWS & DOORS PRODUCTS.**

C. Limitation of Factory-Finish Remedy

THE EXCLUSIVE REMEDY OF THE BUYER AND/ OR USER AND THE SOLE LIABILITY OF CANADA WINDOWS & DOORS OR ITS' AUTHORIZED DEALER(S) TO ALL PERSONS 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 FINISH OF (OR THE APPLICATION OF A FINISHING PRODUCT TO) A CANADA WINDOWS & DOORS PRODUCT, SHALL BE AT THE OPTION OF CANADA WINDOWS & DOORS, THE LABOUR AND/ OR MATERIALS TO REPAIR ANY DEFECTIVE FINISH OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT WITH THE DEFECTIVE FINISH, 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. When applicable, replacement products shall be a reasonably similar current product and may not exactly match the original or original finish. Even where Canada Windows & Doors chooses to repair or replace the product, the costs covered by this Finish 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 carpentry work). Replacement product provided pursuant to this Finish 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 Finish Warranty above (i.e., refinishing, repair/ replacement of product or refund of the purchase price), then the Buyer and/ or User agree that this limitation of remedy shall not have failed of its' essential purpose.



DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER

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

1. Non-factory finishing, repairs or modifications performed by anyone other than Canada Windows & Doors or its' authorized dealer(s) or one of its subcontractors.
2. Finishes of non-Canada Windows & Doors products.
3. The Buyer and/ or User's choice of finish or whether the chosen finish is a match to other or existing finishes.
4. Finish failure or damage due to:
 - Improper storage, cleaning, handling, installation, finishing, use, modification or maintenance.
 - Normal wear and tear from product usage or age.
 - Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/ contractor are not covered by this warranty.
 - Products or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
 - Water or air leakage or other damage or malfunction due to improper or defective installation or abuse.
 - Acts of God.
 - Acid rain or other corrosive elements.
 - Damage caused by high in-home humidity (condensation, frost and mould).
 - Accident, misuse, abuse, alterations, improper handling, operation or cleaning.
 - Products subjected to conditions outside product or finish design limitations.
 - Salt spray, including exposure to coastal weather conditions.
 - Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
 - Normal wear, fading or discolouration of finish from product usage, age or exposure to direct sunlight.
 - Products that have not been paid for in full.
 - Finish failure or any other losses arising from defects in the existing structure.

No Statement of Useful Life

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

Entire Agreement

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.

VIII. 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.



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

A. Prompt Notice of Claim

Within the warranty period, 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 and/ or a warranty card.
- 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.