

- Caulking is sometimes used to seal the frames or accessories from water and/or air penetration. Exposed caulking is considered a maintenance responsibility of the homeowner is not covered under this warranty.
- Ply Gem's obligation with respect to insect screens is limited to providing screen material. Insect screens are intended to impede intrusion by insects and are not intended to keep persons or animals in or out. Ply Gem makes no warranty that insect screens will keep persons or animals in or out and shall have no responsibility for any damages or injuries arising or resulting from the failure of insect screens to keep persons or animals in or out.
- Warranties for products purchased from outside manufacturers will be limited to that manufacturer's

original warranty or guarantee. These products include, but are not limited to, skylights, glass block, custom/decorative door lites and window/door operating hardware.

- Acts of God and perils such as fire, flood, earthquake, storms, acts of nature or any other causes beyond Ply Gem's control.
- When Ply Gem has not been fully paid for the products supplied or when claims are made beyond the expiration date of any of the specified warranty periods.
- Selection and purchase of Ply Gem products to conform to applicable building codes and local ordinances is the sole responsibility of the architect, building contractor or homeowner. Ply Gem assumes no responsibility for compliance of your selection or purchase.

Ply Gem reserves the right to discontinue or make changes to any products, including color changes. In the event products covered by these warranties are not available, Ply Gem reserves the right to substitute a product or component that, in Ply Gem's sole discretion, is of substantially equal quality or price and shall not be liable as a result of any difference.

Ply Gem reserves the right to change, without notice, the provisions of its warranties for any or all of its products. The warranty in effect for each Ply Gem product at the time of sale of such product remains in effect regardless of subsequent changes in warranty policy.

Replacement parts, components and products are warranted for the balance of the original product warranty.

No dealer, distributor, retailer, contractor, salesperson or other representative of Ply Gem products is authorized to change or add to this warranty. Owner agrees that no action or inaction of Ply Gem shall constitute a waiver.

#### IMPORTANT OWNER INFORMATION:

**EXCLUSIVE REMEDY:** THIS WARRANTY IS THE EXCLUSIVE OWNER REMEDY. IT SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES OR CLAIMS IRRESPECTIVE OF SOURCE AND PLY GEM'S NEGLIGENCE.

**LIMITATION OF REMEDIES:** IN NO EVENT SHALL PLY GEM BE LIABLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE AND INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGE OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL PLY GEM BE LIABLE FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE AFFECTED PART, COMPONENT OR PRODUCT.

**ADDITIONAL DISCLAIMER:** THIS IS THE SOLE WARRANTY FOR PLY GEM WINDOW AND DOOR PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED AND EXCLUDED. COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the extent required by such law. This warranty gives you specific legal rights and you may also have other rights that vary from province/state to province/state.

**OWNER AGREES THAT ANY OBLIGATION OF PLY GEM WITH RESPECT TO ITS PRODUCTS IS CONTINGENT UPON NOTICE AS DEFINED HEREIN AND PLY GEM'S OPPORTUNITY TO RESPOND.**

**PRODUCT RATINGS:** Ply Gem products are designed and tested in accordance with required standards. These measure performance of sample products in a laboratory setting. To pursue consistency, Ply Gem manufactures its products for sale utilizing the same methods and materials as in fabrication of a product for testing. All product components and manufacturing processes involve an inherent range of tolerance. These and other factors can result in some variance among individual product performance.

#### HOW TO MAKE A WARRANTY CLAIM

If you have a warranty claim with your Ply Gem window or door, you must immediately contact the dealer or contractor who provided you the product or us directly (visit [www.plygem.ca](http://www.plygem.ca) for information on the branch location nearest you) and provide written notice of such warranty claim within thirty (30) days of product failure.

To help us serve you faster, please have the following information available when contacting Ply Gem:

- Your name, address and daytime telephone number.
- A description of the alleged product failure for which the claim is being made (photographs are useful).
- The date the product was purchased (or possession date).
- The name of the Ply Gem dealer/contractor from whom the product was purchased/supplied (if known).
- In the case of insulated glass, provide the date of manufacture as printed on the spacer bar or etched on the surface of the glass.



Ply Gem shall have no obligation whatsoever without proper notice from the owner and an opportunity to respond. Upon proper notice, Ply Gem shall be afforded the opportunity to inspect or take other action necessary to formulate a response. Owner agrees to pay for the costs of an inspection which reveals that no action is called for under this warranty. In no event shall Ply Gem be liable for the costs of repair or finishing for products not supplied by Ply Gem.

**EFFECTIVE:** December 1, 2014

# LIMITED WARRANTY

## Windows & Doors

Since 1958, Gienow Canada Inc. (doing business as Ply Gem Canada and Gienow Renovations (“Ply Gem”)) window and door products have been manufactured to specific engineering standards utilizing quality materials and craftsmanship. We are committed to stand behind our products with a comprehensive warranty, and as a consumer-purchaser, we will respond to notice from you regarding any product concerns according to the terms set forth above and below. This warranty is effective for all Ply Gem window and door products delivered on or after December 1, 2014 and is applicable only in Canada. Any previous warranties will continue to apply to products manufactured by Ply Gem and/or Gienow prior to this date.

## WARRANTY COVERAGE

If a Ply Gem window and door product shows evidence of any of the following defects in material or workmanship, upon notice from you as required herein, Ply Gem will, at our option, repair, replace or refund the original purchase price of the part, component or product per the terms set forth herein provided such defect is directly caused by a defect in the product as manufactured by Ply Gem and has resulted in a significant impairment in operation and usage as determined by Ply Gem. Any replacement part, component or product supplied outside the Skilled Labour time period will be delivered to the original point of purchase.

### A. Skilled Labour

Unless otherwise specifically noted, skilled labour to repair or replace any affected component is provided for two (2) years from the date of delivery. Skilled labour includes work in which specialized product knowledge or methods are required to complete a repair and does not include any reinstallation, repair, refinishing or refurbishment of materials or products beyond the affected Ply Gem product.

Ply Gem reserves the right to apply a travel charge when products are installed in remote areas, areas outside our branches normal territory or areas outside Canada's four (4) western most provinces. Normal territory coverage varies from branch to branch but generally encompasses Central Metropolitan Area (CMA) and a zone within 40 km of the CMA. Contact your dealer or Ply Gem directly to determine how your home/territory is covered.

### B. Insulated Glass Unit (IGU)

Should an IGU fail (evidenced by moisture within the IGU caused by failure of the hermetic seal), Ply Gem will supply a replacement unit (or complete sash, including IGU, at Ply Gem's discretion) for the failed unit free of charge for as long as you own your home.

Ply Gem warrants NEAT® monolithic glass coating for a period of ten (10) years from date of delivery.

Ply Gem warrants that under normal circumstances removing the PRESERVE® film within one (1) year of delivery date will ensure easy removal with little or none of the films adhesive remaining on the glass. Under the rare occasion where adhesive transfer occurs, a faint visible line could appear on the glass. This history or ghosting is not considered a defect.

Rattling of in-glass decorative panels, such as blinds or grill bars, is not a defect.

### C. Vinyl Window and Patio Door Extrusions

Peeling, cracking, flaking or blistering under normal use, application and proper care are warranted for twenty (20) years from the date of delivery. This warranty does not extend to discoloration caused by exposure to natural elements or caused by the use of chemical solvents or abrasive cleaners.

### D. Factory Painted Vinyl and Aluminum Extrusions

Peeling, cracking, flaking or blistering under normal use, application and proper care are warranted for ten (10) years from the date of delivery. This warranty does not extend to discoloration caused by exposure to natural elements or caused by the use of chemical solvents or abrasive cleaners.

### E. Door Slabs

Slab warpage exceeding 8mm (5/16”) along the plane of the door is warranted per the applicable warranty period set forth below, provided

- the slab is installed with standard lock and hinge preparation,
- insulated glass units within the slab do not exceed 21” x 65”,
- the slab is installed with multi-point hardware when the slab height is greater than 84”,
- the slab width is not less than 28” or greater than 42” and
- the slab is finished per the finishing/sealing instructions/timelines outlined herein.

Steel and fiberglass slabs – ten (10) years from date of delivery.

Metal clad wood slabs – five (5) years from date of delivery.

Action on any warpage claim may be deferred, at Ply Gem's option, for a period of twelve (12) months from the date of delivery to permit the slab to condition to local environmental factors.

### F. Decorative Door Lites

Door IGU's, door lite frames, plastic components, operating mechanisms and internal mini-blinds are warranted for ten (10) years from the date of delivery.

### G. Hardware and Components

Failure or breakage of locking mechanisms, rollers, balance systems, hinges, cranks and handles under normal usage and proper care are warranted for ten (10) years from the date of delivery.

### H. New Home Envelope

When an Enhanced Service Package (i.e. window, door and screen final lockout) is available and purchased, Ply Gem warrants that its products properly installed will not directly cause a failure

## WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

Any Ply Gem obligation is contingent upon proper installation per manufacturer's or governing bodies instructions, good building practice, normal product use, maintenance and proper care by owner. Ply Gem will assume no liability for the stated warranties under, but not limited to, the following conditions:

in the building envelope for a period of five (5) years from the last Enhanced Service Package service date.

The New Home Envelope warranty does not cover installation of Ply Gem products, their tie in with the building envelope nor does it supersede any other conditions of warranty noted herein. Products with components manufactured with natural products (E.G., wood) are not covered by this warranty.

### I. Installation

When Ply Gem installs its products, the installation will be warranted to not directly cause water infiltration for ten (10) years from date of install. Ply Gem is not responsible for damage to property resulting from pre-existing conditions of the home including, but not limited to, dry rot, cracked stucco, leaking siding, existing leaks or water damage.

**Transferability.** If the original property owner/purchaser sells the property in which a Ply Gem product is installed that's covered by this warranty, Ply Gem will extend the coverage provided by this warranty to the subsequent property owner/purchasers until ten (10) years from date of delivery unless a shorter period is specified under this warranty.

The new owner/purchaser must register in writing directly with Ply Gem within 90 days of title transfer. Visit the Ply Gem location nearest your residence or [www.plygem.ca](http://www.plygem.ca).

## WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

**Ply Gem will assume no liability for the stated warranties under, but not limited to, the following conditions:**

- Installation or any defects attributable to installation, including but not limited to, improper management/drainage of moisture, installation in non-vertical, upside down, on the-side, or out-of-square positions unless noted otherwise herein, installation of products within 2.4km of salt water.
- IGU's whose area exceeds 4.05m<sup>2</sup>, that are not factory installed or not installed by Ply Gem authorized third parties.
- Condensation or frost on windows or doors. Condensation or frost, and any related water damage, which may occur as the natural result of humidity or changes in interior versus exterior temperatures is not a defect and is not covered by this warranty.
- High moisture environments including, but not limited to, pools, hot tubs or greenhouses.
- Product or component performance decline caused by normal wear and tear, aging, natural processes and normal deterioration, including normal wear and tear of weather-stripping, natural weathering of surfaces or variations in the colour or texture of wood or finish, naturally occurring changes to hardware finishes and inert gas dissipation. Note: Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.

- Product failure due to alterations, modifications or unauthorized repair to the product, such as customer applied tints, paint finishes or security systems.
- Conditions caused by but not limited to misuse or abuse (including contact with corrosive or abrasive products), neglect, accident, damage, mishandling, vandalism, lack of or improper maintenance, improper care, improper or harmful cleaning, stresses from localized application of heat (such as from a barbecue), chemicals or airborne pollutants, brick wash and unapproved sealants.
- Finish failure or corrosion of finishes or components (such as aluminum cladding) caused by chemicals (i.e. brick wash) or environmental conditions such as salt or acid rain.
- Replacement vinyl or aluminum components may vary in colour or gloss in comparison to the original vinyl or aluminum components and Ply Gem shall not be responsible or liable as a result of such variance.
- Repainting and/or refinishing of products or components.
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards, certified performance specifications and/or does not comply with applicable building codes.
- Damage or poor product performance because of settlement of the building structure or structural defect of the building.
- Failing to properly finish/seal any wood, door slab or door lite frame of a product within thirty (30) days of delivery. This includes, but is not limited to, all sides of a door slab (i.e. exterior, interior, top, bottom, and both sides), door frame or wood grilles. Failure to do so will void the warranty on this product.
- It is recommended that the application of dark paint colours be avoided when steel or fiberglass doors are exposed to extreme direct sun or when installed in conjunction with a non-ventilated storm door. Ply Gem does not warrant steel or fiberglass door products, including door lite frames, under these conditions.
- Adjustments of locking mechanisms, strikers and door sills are the responsibility of the homeowner as part of regular maintenance and are not covered under warranty.
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity or significantly obscure normal vision are not considered a defect. Slight colour variations in glass are not considered a defect.
- Ply Gem makes no warranty and will have no responsibility with respect to: an Insulated Glass Unit (IGU) with any post-manufactured film or coating applied; deflection in glass surface due to temperature or barometric pressure; installing window blinds (IE venetian blinds, heavy drapes, black out blinds, etc.) less than 5cm (2”) from the glass; the level or retention of gas in a particular gas-filled IGU; or any installation over 4,400 feet above sea level unless a factory installed capillary tube is properly utilized. Any IGU having a capillary tube will not be gas filled.