

## WARRANTY Effective April 14, 2008 to May 5, 2009

IMPORTANT NOTICE: Read this entire Gienow Windows & Doors Inc. Warranty and Limitations 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 purchase.

The Limited Warranty applies to only Gienow Windows & Doors Inc. products purchased either directly from Gienow Windows & Doors Inc. ("Gienow") or from an authorized dealer of Gienow Windows & Doors Inc. Unauthorized modification of this limited warranty is prohibited. All warranty claims must be made during the application warranty period.

### 1. INSULATED GLASS

### GENERAL

Gienow's obligation under this limited warranty shall be limited to replacement of the insulated glass unit or an insulated glass unit within a sash, at Gienow's sole discretion. Gienow will repair or replace the defective insulated glass free of charge for a period of two (2) years from the date of manufacture; in this period associated parts and labor costs will be included. Gienow reserves the right to limit the costs for replacing defective insulated glass units in outlying areas. After the two (2) years Gienow will provide an insulated glass or sash glazed with an insulated glass, at its sole discretion, delivered to the original point of purchase, and the consumer will be responsible for the installation and any repainting, refinishing, or similar activities involved in this process.

### NONLAMINATED GLASS (2/20)

Gienow warrants that nonlaminated insulated glass products incorporating stainless steel spacer bar against premature seal failure for a period of twenty (20) years from the date of manufacture. Gienow warrants nonlaminated insulated glass products incorporating aluminum spacer bar against premature seal failure for a period of ten (10) years from the date of manufacture.

## LAMINATED GLASS

Gienow warrants laminated insulated glass products incorporating DuPont's Sentry Glass Plus interlayer ("SGP Laminated Glass") against premature seal failure for a period of ten (10) years from the date of manufacture. Gienow warrants insulated glass units incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and polyethylene terephthalate interlayer ("PET Laminated Glass") against premature seal failure for a period is five (5) years from the date of manufacture.

## DECORATIVE PANELS BETWEEN-THE-GLASS

Gienow warrants between-the-glass decorative options (including shades and decorative inserts/panels) insulated glass against visual defects and workmanship that impairs normal operations or premature seal failure for two (2) years from the date of manufacture. Rattling decorative panels is not considered a defect or a reason for replacement; due to their application within an insulated glass, this is considered normal expectations or results.

### NEAT® GLASS

Gienow warrants NEAT® monolithic glass for a period of ten (10) years from the date of manufacture.

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### 2. VINYL EXTRUSION - TWENTY (2/20) YEARS

Gienow warrants the window and patio door vinyl extrusions (sashes, frames, glazing beads) to be of the highest quality available and to be a superior product for exterior applications. Gienow warrants these rigid extrusions will not chip, peel, blister or corrode for a period of twenty (20) years from the date of manufacture. Should any defective material be found during the warranty period, Gienow will repair the defective material at no charge for a period of two (2) years from the date of manufacture.

Gienow will provide replacement material to the original point of sale, or at its option, refund the original price of the failed component for a further eighteen (18) years from the date of manufacture. After two (2) years from the date of manufacture, the customer will be responsible for the cost and arrangement of installing, labour or similar activities involved in replacement of the product.

This warranty does not apply to uniform fading or colour change due to normal weather conditions, excessive heat or cold or high humidity environments.

## 3. MILLWORK AND METAL, NYLON AND VINYL PARTS - TWO (2) YEARS

Gienow warrants their millwork to be free from defects in material and workmanship for a period of two (2) years from the date of manufacture. Gienow's obligations under this warranty shall be limited to, at its option, repair or replacement of any components of any millwork which it determines to be defective in material or workmanship under normal use and service, free of charge.

NOTE: GIENOW DOES NOT WARRANT THE PERFORMANCE OF THE PRIMER COAT ON WOOD COMPONENTS. GIENOW CANNOT CONTROL THE ENVIRONMENT TO WHICH WOOD PRODUCTS ARE EXPOSED. SUN OR MOISTURE CAN ALSO ALTER THE PRIMER'S PERFORMANCE.

A good quality top coat of paint, clear sealer or varnish must be applied to all exposed surfaces. The top coat should be applied to all wood products as recommended by the paint manufacturer, or set out in the Gienow Paint Instructions for that product. This warranty will not apply if a good quality top coat is not applied within thirty (30) days after purchase.

It is the purchaser's/homeowner's responsibility to properly care for and protect woodwork against moisture, excessive dryness or the sun's rays. This limited warranty will not apply if the new woodwork is not so protected.

Natural variations in grain pattern, colour or texture of woods are not defects. Grain raising due too exposure to moisture prior to a final paint finish coat is not covered under this warranty. All millwork must be inspected upon receipt and before installation or finishing.

Gienow warrants all metal, nylon, and vinyl parts, screens and accessories (such as grills) on products to be free from defects in material and workmanship for a period of two (2) years from the date of manufacture. Gienow's obligations under this warranty shall be limited to, at its option, repair or replacement of any components or any part which it determines to be defective in material or workmanship under normal use and service, free of charge.

# NOTE: SCREENS ARE FOR INSECT PROTECTION ONLY AND ARE NOT MEANT TO PROVIDE SAFETY PROTECTION FOR CHILDREN.

## 4. ALUMINUM CLADDING - TEN (2/10) YEARS

Gienow warrants the aluminum cladding on products to be free from defects in material and workmanship for a period of two (2) years from the date of manufacture. Gienow's obligations under this warranty shall be limited to, at its option, repair of or replacement of any cladding which it determines to be defective in material or workmanship under normal use and service, free of charge.

In addition, Gienow will provide replacement cladding material for warranty reasons, to the original point of sale, or refund the original purchase price of the failed component only for a further eight (8) years from date of manufacture.

The purchaser/homeowner will be responsible for installation or labour costs after two (2) years from the date of manufacture.

This warranty will not apply to any installation of products located within 1.5 miles (2.4 km) of salt water exposure. This warranty will not apply to uniform fading or colour change due to weather conditions.

# 5. EXTERIOR STEEL DOOR - DOOR SLAB - TEN (10) YEARS

Gienow warrants the steel entry door slab only against defects in material and workmanship for a period of ten (10) years from the date of manufacture. The door manufacture will replace defective door slabs at no charge.

Gienow does not warrantee the performance of the primer coat on the steel door. Gienow cannot control the environment in which the door is exposed, and sun can alter the primer's performance. Failure to paint the door, door lite trim (almond or stainable frame only), decorative trim (almond or stainable frame only) and jamb within forty-five (45) days of installation or use of a storm door with an entry door that has plastic decorative or window trim will void the warranty.

Door warpage is considered a defect when the deflection exceeds 8mm or 5/16", providing the door is manufactured with standard lock and hinge preparation. This warranty will cover doors with glazing units 21" X 65" or less. Door warpage is not covered by warranty when glazing units are greater than 21" X 65". This warranty covers door widths from 28" – 42" and heights from 79" – 96".

The purchaser/homeowner will be responsible for installation or labour charges involved in the replacement of the steel door or its components after two (2) years from date of manufacture.

## 6. EXTERIOR FIBERGLASS DOOR - DOOR SLAB - TEN (10) YEARS

Gienow warrants the fiberglass entry door slab only against defects in material and workmanship for a period of ten (10) years from the date of manufacture. The door manufacture will replace defective door slabs at no charge.

Gienow does not warrantee the performance of the primer coat on the fiberglass door. Gienow cannot control the environment in which the door is exposed, and sun can alter the primer's performance. Failure to paint the door, door lite trim (almond or stainable frame only), decorative trim (almond or stainable frame only) and jamb within forty-five (45) days of installation or use of a storm door with an entry door that has plastic decorative or window trim will void the warranty.

Door warpage is considered a defect when the deflection exceeds 8mm or 5/16", providing the door is manufactured with standard lock and hinge preparation. This warranty will cover doors with glazing units 21" X 65" or less. Door warpage is not covered by warranty when glazing units are greater than 21" X 65". This warranty covers door widths from 28" - 42" and heights from 79" - 96".

The purchaser/homeowner will be responsible for installation or labour charges involved in the replacement of the fiberglass door or its components after two (2) years from date of manufacture.

### 7. OPERATING HARDWARE - TWO (2) YEARS

Gienow warrants all hardware which opens, closes or secures an operating sash to be free from defects in material and workmanship for a period of two (2) years from the date of manufacture, and will replace defective hardware free of charge. Gienow shall have no obligation under this warranty unless the defective hardware is returned to Gienow.

Hardware products manufactured by Truth Inc. (Lever lock operators, Roto Gear operators, and Sash hinges) are warranted by Truth Inc. against defects in material and workmanship for the life of the product. This warranty does not cover any product that has been abused, misused, worn out, altered, used for a purpose other than that for which it was intended or in a manner inconsistent with any instructions regarding its use, nor does it cover zinc dichromate or painted coatings against corrosion within 1.5 miles (2.4 km) of salt water exposure or other corrosive environments.

The purchaser/homeowner will be responsible for the installation or labour charges involved in replacing hardware after the first two (2) years from date of manufacture.

# 8. CONDITIONS AND EXCLUSIONS

There are certain conditions or applications however, over which Gienow has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Gienow and will not be covered by this limited warranty. These items could include:

- This limited warranty does not apply to Gienow products installed in a structure that did not allow for proper management/drainage of moisture. Example: Exterior insulation and finish systems ("EIFS"), also known as "Synthetic Stucco", without a engineered drainage system.
- Improper installation, field finishing or maintenance
- Exposure to conditions beyond published performance specifications
- Condensation
- Accidents
- High-moisture environments (including pools, hot tubs and greenhouses) or water leakages
- Chemicals or airborne pollutants, such as salt or acid rain
- Brickwash, salt sprays, use of razor blades, use of unapproved sealants, sanding or improper washing
- Damage to glass as a result of installation at elevations above 4400 ft<sup>2</sup> (where capillary tubes were not specified)
- Acts of God

This limited warranty does not apply to breakage of any kind, including cracks, shattering or breaks unless the product was delivered broken or damaged. All shipping damage must be reported within seventy-two (72) hours of receipt. This limited warranty does not apply to installation where loads applied to the unit exceed the structural performance rating of the unit without prior written approval of the design by Gienow. Localized application of heat which can cause excessive temperature differentials over the glass surface or edges, strain applied by movement of the building, or where adequate expansion or contraction of the framing members has not been allowed for, are also specifically excluded. Any unit retrofitted with solar control film adhered to any surface of the glass will be specifically excluded from this warranty. Venetian Blinds installed less than 2" (5cm) from the glass may cause failure or cracks and may nullify the warranty.

## 9. GENERAL PROVISION

In addition to the conditions, exclusions and limitations set forth in this limited warranty, no warranties are made which cover installation of units in a sloped or non-vertical position or other failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, exposure to the elements, improper or insufficient handling, storage, installation, maintenance or service. Also excluded from the above warranties are failures or operating difficulties resulting from exposure to corrosive fumes or condensates, subjection to abnormal stress from localized application of heat, excessive vibration or movement of buildings or foundations or to other abnormal physical stress or use in ships, boats, water craft vehicles, trailers, campers, saunas, swimming pools, green house enclosures or other high humidity areas. Selection and purchase of Gienow products which conform to all applicable building codes and local ordinances is the sole responsibility of the architect, building contractor or homeowner. Gienow assumes no responsibility for compliance. Consult your local building code officials for specific requirements.

Gienow assumes no responsibility for products bought from outside manufacturers, except to pass on the manufacturers' original warranty or guarantee.

Supplying replacement units, components or parts shall not extend the time period of the warranty. The replacement units, component or part shall be warranted only to the extent of the unexpired portion of the warranty period on the originally purchased unit, component or part.

The expressed warranty set forth herein are in lieu of all other warranties, expressed or implied, including without limitation, any and all warranties of merchantability or fitness for a particular purpose. All such other warranties, to the extent permitted by law, are hereby disclaimed and excluded by Gienow. Any implied warranties which are not excluded hereby due to operation of law are limited in duration to the period of coverage to the expressed warranty provided herein for the product warranted. The remedy set forth above are the sole and exclusive remedies provided hereunder and Gienow shall not be liable for costs of shipping, applicable taxes or any other indirect, special, incidental or consequential damages, including but not limited to, the payment of any cost or expenses of disassembly,

removal or reinstallation of the product or any part, including without limitation, the insulating glass, any costs or expenses relating to painting, staining or any other activity necessary in finishing the reinstallation or damage or loss to other property.

No distributor, sales person, dealer, retailer or other representative of Gienow Windows & Doors Inc. has the authority to alter or change these warranties or to make any other offer of warranty either orally or in writing.

# CONTACT

For further information to make a claim or clarification about something within this limited warranty contact Gienow at <u>www.gienow.com</u> or reach us by phone at 1-866-866-3005. When contacting Gienow having the following information available at the time of your contact would be helpful:

- Date product was purchased
- Dealer or Builder from whom the product was purchased
- Description of the product
- Specific definition or description of the problem or situation
- Your name, address and telephone number
- Work Order Number (WON #); can be found where the glass logo is etched; inside corner of the glass