



Effective April 1st 2016, ENERGI Fenestration solutions (“ENERGI”) warrants that ENERGI Technical Coatings (the “Coating”) will be free from manufacturing defects which result in peeling, cracking, flaking or blistering on the applied surface, and ultraviolet discoloration caused by natural environmental atmospheric conditions for a period of ten (10) years from the initial date of application where the Coating is applied to vinyl extrusions tested and authorized by ENERGI, and for twenty (20) years where (i) the Coating is applied to vinyl extrusions manufactured by ENERGI and (ii) the applicator has been certified as an authorized applicator by ENERGI, or the Coating is applied by ENERGI. This warranty replaces any/all previous published product warranty coverage.

This warranty will be for the exclusive benefit of ENERGI’s manufacturing customer (“Customer” or “Manufacturer”) and may not be transferred. Warranty is void if the Customer’s warranty (i) does not warrant the Coating for a term equivalent to this warranty, and (ii) is not in substance equivalent to and consistent with this warranty for their Finished Products. ENERGI will not be liable for any costs incurred to remove and/or replace Finished Products and/or to reapply replacement Coating.

“Finished Products” means the good or article manufactured by the Customer that includes components to which the Coating has been applied.

“Ultraviolet discoloration” means a change in color greater than 6 Delta E units as defined by the CIELAB Color Model.

This warranty only covers manufacturing defects in the Coating and, without limitation, does not include the following:

- damage associated with improper handling, transportation, storage or maintenance of products to which the Coating has been applied
- Coatings that have been altered by the use of natural or chemical solvents or mixed with any other substance
- failure of the authorized applicator to follow application instructions provided by ENERGI, including but not limited to failure caused by improper preparation of the surface area
- failure to provide reasonable and necessary maintenance
- uniform color fade as a result of surface exposure to ultraviolet (sun) light
- non-uniform color fading, discoloration, darkening and/or chalking as a result of unequal surface exposure to ultraviolet (sun) light and elements
- damage caused by all external factors beyond ENERGI’s control including acts of God, harmful fumes, chemicals, chemical leaching, acidic washes, hard tack tapes, sand blasting or sand storms, distortion or warping due to building heat, heat build-up, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, accident, staining or mildew, abuse, misuse, and neglect.

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Upon written request, ENERGI will provide guidelines for proper ventilation and reinforcement to be used as a best practice when dealing with elevated heat regions where profile heat buildup may exceed the limits of vinyl.

Any claim under this warranty must be submitted in writing by Manufacturer to ENERGI within 30 days of discovery of the defect claimed, describing with reasonable specificity such defect. ENERGI will be entitled to require delivery by Manufacturer of whatever proof it requests to evaluate the validity of the claim. By acceptance of Coated Extrusions, Manufacturer agrees that any claim under this warranty will be subject to ENERGI's determination of validity and if ENERGI determines the claim is valid, any such claim is expressly limited, at the option of ENERGI, to one of (i) return the original purchase price paid for the defective Coating, or (ii) provide recoating material to the Manufacturer for the defective Coating. The original warranty period will not be extended by any replacement, but the remaining warranty time period will continue in effect and be applicable under the terms and conditions of this warranty.

If the Coating has been discontinued or is not available ENERGI reserves the right to substitute a Coating of equal quality. In the event no compatible product is at that time manufactured by ENERGI, it will not be required to create new coatings for the purpose hereof.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF ENERGI, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SETS FORTH THE ONLY WARRANTY FOR THE COATING. IN NO EVENT WILL ENERGI BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WITH RESPECT TO THE COATING OR FINISHED PRODUCTS AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. YOUR EXCLUSIVE REMEDY WILL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HEREIN CONTAINED. NO REPRESENTATIVE OF ENERGI OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY OR EXPRESS ANY OTHER WARRANTIES WITH RESPECT TO THE COATING.

ENERGI DISCLAIMS ANY AND ALL WARRANTIES FOR DEFECTS THAT ARE OBVIOUS UPON INSPECTION BY MANUFACTURER EITHER IF MANUFACTURER FAILS TO MAKE SUCH INSPECTION PRIOR TO USE OR IF MANUFACTURER MAKES SUCH INSPECTION AND FAILS TO INFORM ENERGI OF SUCH DEFECT WITHIN NINETY (90) DAYS OF ITS RECEIPT OF EXTRUSIONS.

Additional warranty coverage is available for the following ENERGI Window & Door Profiles product lines: Window & Door Extrusion Profiles, Patio Doors, and Trim Systems.

As used herein, "ENERGI" means ENERGI Fenestration Solutions in Canada and in United States.

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