



E N E R G I
FENESTRATION SOLUTIONS

MANUFACTURERS WARRANTY EXTRUSION PROFILES

Effective April 1st 2016, ENERGI Fenestration Solutions (“ENERGI”) warrants that its Window & Door Profiles will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering, or non-uniform color for a period of twenty (20) years from the date of purchase. ENERGI warrants that its Profiles coated with Imperial Shield Composite Color will be free from manufacturing defects for a period of ten (10) years from the date of purchase. 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 Finished Products warranty (i) is for a term less than twenty (20) years from the date of purchase and, (ii) is not in substance equivalent to and consistent with this warranty for those Finished Products.

“Profiles” means rigid and/or cellular vinyl extrusion profiles, including those extruded with a rigid or semi-rigid vinyl capstock coating, used expressly for the fabrication of Finished Products.

“Finished Products” means the finished fenestration product manufactured by the Customer using the Profiles extruded by ENERGI.

This warranty only covers manufacturing defects in material and workmanship of ENERGI and, without limitation, does not include the following:

- improper handling, transportation, or storage including ultra-violet degradation of profiles during storage
- any failure, defects or damages associated with fabrication of Profiles into Finished Products
- faulty or improper installation or design of Finished Products, including but not limited to inadequate air circulation around Finished Products and Finished Products installed other than on a vertical plane
- 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, distortion or warping due to building heat, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, oxidation, staining or mildew, accident, abuse, misuse, and neglect

This warranty does not apply if the Profiles are painted or coated with any substance (other than with coatings produced by and applied in accordance with written instructions of ENERGI). Please refer to the Paint or Coating supplier for additional warranty coverage.

Any claim under this warranty must be submitted in writing by the 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 the Manufacturer of whatever proof ENERGI requests to evaluate the validity of the claim. By acceptance of the Profiles, the 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

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limited, at the option of ENERGI, to one of (i) return the original purchase price paid for the defective Profiles, or (ii) provide replacements or recoating to the Manufacturer for the defective Profiles. 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 to the replaced Profiles.

If Profiles have been discontinued or are not available, ENERGI reserves the right to substitute Profiles of equal quality. In the event no compatible product is at that time manufactured by ENERGI, it will not be required to create new dies for the purpose hereof. ENERGI will in no event be liable for labor charges or other costs whatsoever in connection with repair, removal or installation of either original or replacement Profiles.

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 PROFILES. IN NO EVENT WILL ENERGI BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WITH RESPECT TO THE PROFILES 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 PROFILES.

ENERGI DISCLAIMS ANY AND ALL WARRANTIES FOR DEFECTS THAT ARE OBVIOUS UPON INSPECTION BY MANUFACTURER EITHER IF THE 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 PROFILES.

Additional warranty coverage is available for the following ENERGI Fenestration Solutions' product lines: Patio Doors, Trim Systems, and Color Solutions.

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

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