

MANUFACTURERS WARRANTY

PATIO DOORS

Effective June 1st 2016, ENERGI Fenestration Solutions (“ENERGI”) warrants that its fully assembled and glazed patio door kits will be free from manufacturing and workmanship defects associated with assembly for a period of twenty (20) years from the date of purchase. Unglazed patio door kits and other Patio Door Products warranty is defined in each applicable section of this document. Warranty will not apply to components used to manufacture Finished Products that are purchased from a supplier other than ENERGI. This warranty replaces any/all previous published product warranty coverage.

This warranty will be for the exclusive benefit of ENERGI’s direct manufacturing customer (“Customer”) and may not be transferred to any other party. Warranty is void if the Customer’s warranty (i) does not warrant their Finished Products 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 labor charges, transportation, or other costs whatsoever in connection with repair, removal or installation of either original or replacement Patio Door Products.

“Patio Door Products” means the good or article sold by ENERGI Patio Door.

“Finished Products” means the finished fenestration product manufactured by the Customer using Patio Door Products, including vinyl profiles with or without painted surfaces, hardware, screens, glass units, and aluminum components.

Warranty for all Patio Door Products only covers manufacturing defects in material and workmanship and, without limitation, does not include failure, defects or damages as a result of:

- improper handling, transportation, storage or maintenance of Patio Door Products prior to installation
- Manufacturer’s fabrication of patio door kits into Finished Products
- improper installation or failure to install the Products in accordance with the ENERGI’s installation procedures and regional building code requirements
- failure to provide reasonable and necessary maintenance
- 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

Vinyl Profiles

ENERGI warrants that Vinyl Window & Door Profiles will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering, or non-uniform color changes for a period of twenty (20) years from the date of purchase. ENERGI warrants that its Window & Door profile capstock coated products with an L-value of 39 or lower, will be free from manufacturing defects for a period of ten (10) years from the date of purchase.

This warranty does not apply to uniform color fade as a result of surface exposure to ultraviolet (sun) light or to non-uniform color fading, discoloration, darkening and/or chalking as a result of unequal surface exposure to ultraviolet (sun) light and elements.

Head Office

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) or used in Finished Products which are installed other than on a vertical plane. Please refer to the Painted Surfaces section for additional warranty coverage.

Hardware

ENERGI warrants that its standard door hardware, limited to rollers, tandem rollers, single point locks, twin point locks, and handle hardware will be free from defects in material and workmanship for a period of ten (10) years.

Specialty door hardware, limited to hinges and rollers for Overture Patio Door products will be free from defects in material and workmanship for a period of ten (10) years from the date of purchase.

Lever Compression and Twin Bolt Locks on all doors, and interlock hardware for Orchestra Patio Door products will be free from defects in material and workmanship for a period of five (5) years from the date of purchase.

This warranty does not apply to failure or damage associated with normal wear and tear and to discoloration or corrosion of finishes. Warranty is void if hardware is altered or used for purposes other than its intended use.

Screens

ENERGI warrants assembled screens including all screen hardware components, to be free from material and manufacturing defects impairing product utility for a period of one (1) year from the date of purchase. Pleated and rolling coil screens for Overture Patio Door products will be warranted for a period of five (5) years from the date of purchase.

This warranty does not apply to failure or damage associated with normal wear and tear and to accidental damage.

Insulated Glass Units

ENERGI warrants all Insulated Glass Units against material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal due to defects in material or workmanship for a period of twenty (20) years from the date of purchase. Purchases prior to 2007 will be warranted against seal failure for a period of ten (10) years from the date of purchase.

ENERGI warrants Impact Laminated Glass with SGP interlayer film against defects in material or workmanship causing delamination that results in material obstruction of vision for a period of ten (10) years, and units with a PBV interlayer film for a period of five (5) years from the date of purchase.

ENERGI warrants Insulated Glass Units with mini blinds to be free of manufacturing defects of the external control mechanism, and against seal failure resulting in condensation and dust for a period of ten (10) years.

This warranty does not apply to seal failure as a result of seal and/or spacer penetrated during installation of a locking mechanism or alarm connector.

Painted Surfaces

ENERGI warrants that Patio Door Products coated with ENERGI Technical Coatings and applied by ENERGI will be free from manufacturing defects which result in peeling, cracking, flaking or blistering on the applied surface, and ultraviolet discoloration greater than 6 Delta E units caused by natural environmental atmospheric conditions for a period of twenty (20) years from the date of purchase.

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.

Head Office

30 Royal Group Crescent, Woodbridge, ON, Canada L4H 1X9
T 905.851.6637 Free 1.866.852.2791 Fax 905.851.9124
www.EnergiFenestration.com

Claim Process

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. Warranty claims must be accompanied by a copy of the original ENERGI invoice showing order details and shipping date. Information printed on the insulating glass spacers and sandblasted in the corner of each piece of glass must be submitted for insulated glass failure claims. ENERGI will be entitled to require delivery by Manufacturer of whatever proof ENERGI requests to evaluate the validity of the claim. By acceptance of the Patio Door Products, 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 limited, at the option of ENERGI, to one of (i) return the original purchase price paid for the defective Patio Door Products, (ii) provide replacements to the Manufacturer for the defective products, or (iii) accompany the Manufacturer to the installation site to provide assist with issue identification and resolution. In the event of a product or component failure, the final selling agent or installer will be responsible to conduct the on-site assessment. 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 products.

If Patio Door Products have been discontinued or are not available, ENERGI reserves the right to substitute products of equal quality.

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

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 PRODUCTS.

Additional warranty coverage is available for the following ENERGI Fenestration Solutions' product lines: Window & Door Profiles, Color Solutions, Trim Systems.

As used herein, "ENERGI" means ENERGI Fenestration Solutions Ltd. in Canada and Energy Fenestration Solutions USA, Inc. in the United States.

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