



Effective April 1<sup>st</sup> 2016, ENERGI Fenestration Solutions (“ENERGI”) warrants that its Trim Products will be free from Rot for the lifetime of the Product, free from manufacturing defects that may cause the Product to swell (due to excessive moisture), corrode, or delaminate for a period of twenty (20) years from the date of purchase, and free from manufacturing defects that may cause Factory-applied finish degradation for a period of ten (10) years from the date of purchase. This warranty replaces any/all previous 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 their Products for a term equivalent to this warranty, and (ii) is not in substance equivalent to and consistent with this warranty for those Products. It is the sole responsibility of the purchaser to determine the suitability of use for Products in their intended application.

“Rot” means organic decomposition or decay.

“Trim Products” means light color Moulding, Trim and Trimboard products, and Garage Door Stop produced by ENERGI. Light color products are considered any color that falls within the CIELAB Color Model lightness (L) value of 57 to 100, where 100 is white and 0 is black.

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

- improper handling, transportation, storage or maintenance prior to installation
- improper installation or failure to install the Products in accordance with the ENERGI’s recommendations, including but not limited to the selection and use of proper tools, inadequate air circulation around Products, and Products installed other than on a vertical plane
- improperly designed or built supporting structures, or movement, shifting, settling, distortion or collapse of the supporting structure or supporting ground
- 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
- any color change to Garage Door Stop products
- damage caused by exposure to pollution, acid rain, application of solvents, acids, bases, abrasives, harsh cleansers or other substances not recommended by ENERGI
- 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 Products 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.

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**Head Office**

Any claim under this warranty must be submitted in writing by the customer to ENERGI within 30 days of discovery of a failure, describing with reasonable specificity such defect. ENERGI will be entitled to require delivery by the customer of whatever proof it requests to evaluate the validity of the claim. By acceptance of the Trim Products, the customer 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 Products, or (ii) provide replacements or recoating to the Manufacturer for the defective Products. 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 Products have been discontinued or are not available, ENERGI reserves the right to substitute Products 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 PRODUCTS. IN NO EVENT WILL ENERGI BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WITH RESPECT TO THE 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 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 PRODUCTS.

ENERGI DISCLAIMS ANY AND ALL WARRANTIES FOR DEFECTS THAT ARE OBVIOUS UPON INSPECTION BY THE MANUFACTURER EITHER IF THE MANUFACTURER FAILS TO MAKE SUCH INSPECTION PRIOR TO USE OR IF THE 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 Extrusion Profiles, Patio Doors, ENERGI Technical Coatings.

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