

WESTECK WINDOWS Mfg. Inc.
Warranty on Material and Sealed Unit Glass
March 01-2005

EXCLUSIONS FROM WARRANTY: This warranty does not cover defects or damages due to installation or any consequences of faulty installation including failure, damage, or deterioration caused by faulty installation. In addition, this warranty does not cover damage due to accidents, normal weathering, chalking, caulking, fading, corrosive atmosphere contaminated with chemical fumes or salt, harmful fumes, vapors or chemicals, settlement, structural shrinkage or distortion of the Structure, building heat or excessive temperature exposure (including exposure caused by storm windows), volcanic ash, fire, lightning, earthquakes, windstorms, tornadoes, or any other act of God, explosions, riots, civil disturbances, war, misuse or abuse, or other causes beyond the control of Westeck Windows Mfg. Inc. (“Westeck”). Further, this warranty does not cover breakage of glass or torn screens resulting from any cause whatsoever. This limited warranty shall be void if any alterations or modifications are made to Westeck’s product (the “Product”) as installed. And this warranty shall also be void outside of Canada or the continues US Sates, Product used in ships, vehicles or commercial refrigeration, near swimming pools, saltwater or train tracks and Product which has not been paid for by the original purchaser (or/and the “Owner”).

WHAT WESTECK WILL DO: Westeck will not be required to honor this warranty without being given a reasonable opportunity to have its representative investigate any claim made. If after investigating the claim, Westeck determines that the claim is valid, Westeck’s sole liability and the Owner’s only remedy shall be as follows: Westeck will pay for the cost of labor for repair or replacement of the Product for one (1) year from the date of production of the Product by Westeck. Except as provided herein, this limited warranty does not include any additional labor costs and Westeck will not be responsible after the second year for any costs incurred in the removal or replacement, installation, reinstallation, or freight of the Product or any of its component parts furnished by Westeck under this warranty.

a- **Materials & Parts:** In the event Westeck has a limited warranty obligation (as in the paragraph above) with respect to the materials or parts contained in the Product (other than Insulating Glass), Westeck may choose, at its option, either to deliver replacement material for any Westeck defective part of the Product to the site where the Product is installed or to refund the current Westeck dealer list price (not including the cost of installation and labor except as provided hereinabove), as long as the Owner, as stated below, owns the property at which the Product is installed.

b- **Workmanship:** In the event Westeck has a limited warranty obligation with respect to the workmanship of the Product (other than insulating Glass), Westeck may choose, at its option, either to deliver replacement material for any defective part of the Product to the site where the Product is installed or to refund the current Westeck price (not including the cost of installation and labor except as provided hereinabove). During the first year of the warranty period, the Product may be exchanged for a replacement at no charge. After one year, in order to receive the replacement, a payment in advance to Westeck of 100% of the then applicable Westeck dealer list price for the replacement will be required.

Limited LIFETIME Warranty on Sealed Unit Glass

INSULATING GLASS: Westeck warrants for a limited lifetime (*see details herein*) that the Warm edge spacer insulating glass portion of the Product (the "Glass Unit") will not "fail." A "failed" Glass Unit is one that develops a significant obstruction of vision resulting from a moisture formation or dust collection between the interior glass surfaces caused by failure of the hermetic seal.

Insulating Glass: In the event Westeck has a limited warranty obligation with respect to the Glass Unit, Westeck may choose, at its option, either to supply a replacement of the Product, at its place of business, or to refund the current Westeck glass price (not including the cost of installation and labor except as herein provided).

If such a failure occurs during the first Ten (10) years of the warranty period, the Glass Unit may be exchanged for a replacement at no charge.

From the 10th year + one day, in order to receive the replacement, a payment in advance to Westeck of 50% of the then applicable Westeck list price for the replacement glass will be charged.

Small marks, scratches or spots, which do not exceed Westeck's standard or federal government specifications, do not constitute a "failed" Glass Unit. (Westeck's "standards" includes, but is not limited to: such visual objects that can not be observed when standing 3 meter from the interior of the glass, and not in direct sunlight, are excluded from this limited warranty) Condensation on exterior of the sealed unit glass, which may occur as the natural result of humidity or as a result of interior/exterior temperature differential does not indicate a defect in the Glass Unit and is not covered by this limited warranty.

The Glass Unit warranty shall not cover or apply to the following products or situations: non-rectangular glass units; special types of decorative glass or decorative inserts, glass units other than stock or standard catalog descriptions; glass units damaged in handling or installation; units installed in areas of excessive moisture or heat, such as but not limited to, proximity to saltwater or pools, or otherwise abused; glass units to which aftermarket films or coatings have been applied or if the Glass Unit is painted, varnished or coated with any form of alternate substance; any cost of removal, installation or refinishing.

WHAT THE OWNER MUST DO: THIS WARRANTY WILL BE EFFECTIVE ONLY IF THE LIMITED WARRANTY IS SIGNED BY THE OWNER AND MAILED TO THE FOLLOWING ADDRESS WITHIN THIRTY (30) DAYS OF -OCCUPANCY: Westeck Windows Mfg. Inc. 8104 Evans Parkway, Chilliwack BC. V2R 5R8 OR: a copy of the original invoice is forwarded to Westeck at time of claim.

Any claim under this limited warranty must be made within the applicable limited warranty period and must be made within thirty (30) days after the Owner discovers breach of this limited warranty.

After discovery of defect, Owner will be required to contact the contractor/dealer who installed the Product in question. The contractor/dealer will be required to inspect the Product in question, furnish Owner with a written Inspection Report, and furnish Westeck with a completed Service Request Form outlining defect(s) in the Product. Any claim under this limited warranty must be made in writing and must include this limited warranty document or a reference to the date on which it was issued, the certificate number of the limited warranty, and the Owner's name and address. Westeck shall not have any obligation under this limited warranty until Owner's share of the replacement cost of the Product, as applicable, has been paid in full.

WARRANTY TRANSFER: This warranty is transferable only once: from the original contractor/dealer to the Owner or in the event of renovation windows to the occupant of the home who purchased the renovation window products from the contractor or an authorized Dealer.

Westeck reserves the right to discontinue or change any product as manufactured. If the Product, component part or particular color is not available and Westeck determines to make replacement, Westeck shall have the right to substitute a compatible part or component.

WESTECK MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES WESTECK MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. WESTECK WINDOW MFG INC. SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT,

SPECIAL OR CONTINGENCY DAMAGES OR LOSSES FOR ANY BREACH OF WARRANTY OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS FOR ANY PURPOSE WHATSOEVER. THE OWNER AGREES THAT THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST WESTECK SHALL BE FOR THE REPLACEMENT OF, OR REFUND OF, THE PRODUCT AS STATED HEREIN. WESTECK TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT FOR THE PRODUCT.

No modification or amendment of this limited warranty shall be binding on Westeck unless made in writing and signed by an authorized Manager. This document constitutes the entire limited warranty made by Westeck.

The terms, conditions, covenants and provisions contained in this limited warranty may be waived only in writing and signed by an authorized Manager of Westeck. The invalidity or unenforceability of any provision of this limited warranty shall not affect the validity and enforceability of any remaining provisions, and this limited warranty shall be construed in all respects as if any invalid or unenforceable provision is omitted.

Some States/Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States/Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from State/Province to State/Province.

This agreement shall be deemed to have been made in the City of Chilliwack in the Province of British Columbia and all matters arising hereunder will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia, Canada applicable therein, and all disputes and claims arising out of or in connection with this Agreement or in respect of any defined legal relationship associated therewith or derived there from, whether for specific performance, injunction, declaration or otherwise howsoever both at law and in equity, shall be exclusively referred to the Provincial Court of British Columbia, Chilliwack Registry or the Supreme Court of British Columbia, Canada, Chilliwack Registry

Westeck Windows Mfg Inc., 8104 Evans Parkway, Chilliwack, B.C., V2R 5R8 Dated

at Chilliwack, B.C., this..... day of.....200....

Purchaser:Signature

Address: Phone: E-mail:

Date of Purchase: Invoice Number:

