



## Thermoproof Lifetime and Limited Warranty

June 1, 2019

Thermoproof Manufacturing Ltd. ("Thermoproof") congratulates you on your recent purchase of Thermoproof products. As a purchaser of Thermoproof products, you receive this Thermoproof Lifetime and Limited Warranty ("Thermoproof Warranty") which is effective for the Thermoproof products listed below and manufactured after June 1<sup>st</sup>, 2019 for use in Canada only.

1. GENERAL WARRANTY CONDITIONS. Subject to the provisions below, Thermoproof warrants that **Thermoproof's vinyl windows and patio door products, as more particularly described below** ("Thermoproof Products"), **will be free from defects in material or workmanship for the warranty periods specifically set out below** ("Warranty Period(s)"). If during a Warranty Period a Thermoproof Product is found to be defective, then Thermoproof may elect, in its sole discretion, to either repair or replace the defective Thermoproof Product, or a component thereof, at no charge to you. For clarity, Thermoproof will also pay the cost of all parts and labour. If Thermoproof determines that repair or replacement are not practical or cannot be carried out in a timely manner, then Thermoproof may elect to refund the original Thermoproof Product purchase price. The specific remedy selected under this warranty will be at the sole option of Thermoproof in every circumstance. This Thermoproof Warranty only applies to Thermoproof Products that are installed at the address location stated on the Thermoproof purchase order form. Your Warranty Start Date is set out at the bottom of this document.

### 2. LIFETIME WARRANTY

2.1 For Owner Occupied Single Family Homes. The Warranty Period for Thermoproof Vinyl Windows and Patio Doors installed in Owner-Occupied Single Family Homes, is for as long as the original purchaser of the Thermoproof Product owns and occupies such home. **"Owner-Occupied Single Family Home" means a single family detached home and a single family townhome that is owned and occupied by** the original purchaser of the Thermoproof Products but excludes any home that is an apartment, condominium or other multi-unit home and any and all rented or leased homes. For greater certainty, if the original purchaser of an Owner-Occupied Single Family Home leases or rents such home or the home otherwise becomes occupied by a person or persons other than the original purchaser, this Thermoproof Warranty will automatically be converted to a twenty (20) year commercial/multi-unit warranty and the provisions of Section 3.2 will apply to such Thermoproof Product (for greater certainty, in such case the Thermoproof Warranty is twenty years from the Warranty Start Date).

2.2 Approved Transfer of Warranty. If the original purchaser of the Owner-Occupied Single Family Home sells such home before the twentieth (20<sup>th</sup>) anniversary of the Warranty Start Date, then Thermoproof will automatically extend the warranty to the new owner(s) of such Owner-Occupied Single Family Home and any subsequent owners, until the twentieth (20<sup>th</sup>) anniversary of the Warranty Start Date provided such home continues to be an owner-occupied single family home. The maximum Warranty Period under this Section 2.2 is twenty (20) years from the Warranty Start Date.

### 3. Twenty (20) YEAR WARRANTY

3.1 For Commercial/Multi-Units. The Warranty Period for Vinyl Windows and Patio Doors installed in commercial or multi-unit installations (installations other than Owner-Occupied Single Family Homes), is twenty (20) years from the Warranty Start Date.

3.2 Approved Transfer of 20 Year Warranty. The twenty (20) year Warranty for commercial or multi-unit installations is fully transferable to any new owner(s) of such commercial or multi-unit premise. The maximum Warranty Period under this Section 3.2 is twenty (20) years from the Warranty Start Date.

4. FIFTEEN (15) YEAR PAINT WARRANTY. Products painted by Thermoproof are warranted against peeling, cracking, blistering or excessive fading for a period of fifteen (15) years.

5. INSTALLATION AND MAINTENANCE. Proper care of your Thermoproof Products is important. Clearing of construction debris upon installation and periodically thereafter, properly cleaning your Thermoproof Products, and lubricating the hardware is imperative to the proper performance and longevity of your Thermoproof Product and to your reliance upon this Thermoproof Warranty. Use only warm water and mild detergent and a clean cloth to clean glass and vinyl and avoid the use of razor blades, sharp tools, or a dirty cloth, which may cause scratching.

6. WARRANTY CONDITIONS. Other than the warranties expressly set out in this Thermoproof Warranty, Thermoproof makes no representation or warranty, express or implied, statutory or otherwise regarding the Thermoproof Products including representations or warranties of merchantability or fitness for a particular purpose. In no event will Thermoproof or its directors, officers, employees or representatives be liable for any special, incidental, punitive, indirect or consequential damages or any other liability (including, but not limited to, lost revenue, lost profits, and replacement goods), relating to or in connection with the **Thermoproof Products, whether arising in contract, tort, warranty, strict liability or otherwise at law. Thermoproof's maximum liability is limited to the original purchase price of the Thermoproof Products. In no event will Thermoproof's liability exceed** the amount originally paid for the Thermoproof Products. The limitations of liability set forth in this Section 7 shall continue to apply and survive any termination of this warranty for any reason. The remedies set forth in this Thermoproof Warranty constitute the exclusive remedies in connection with the Thermoproof Products. The conditions and limitations above do not apply where prohibited by law (provincial statute). No third party, including a Thermoproof dealer, is authorized to supplement or change this Thermoproof Warranty and any hand written additions or changes will not be binding on Thermoproof.

Thermoproof reserves the right to discontinue or make changes to any of our Thermoproof Products without notice. Thermoproof will not be liable as result of any such discontinuance or change. In the event that the Thermoproof Products covered by this Thermoproof Warranty **are not available then Thermoproof will have the right to substitute a current product, which, in Thermoproof's sole discretion,** is of equal quality or price. Color variance in replacement parts due to weathering or manufacture shall not be considered a defect.

7. WARRANTY EXCLUSIONS. Without limiting the other provisions above, this Thermoproof Warranty does not apply to, and Thermoproof will not be responsible or liable for, damage or defects in the Thermoproof Products as a result of the following: broken glass (other than as covered above); improper handling, misuse, abuse or failure to properly maintain your Thermoproof Product (see Section 7 above); normal wear and tear including weathering and discoloration or tarnishing of any hardware attached to or used in connection with a Thermoproof Product; any alteration of the Thermoproof Product including the application of any film, tints, decorations or fixtures; the use of chemicals on the Thermoproof Products; failure to install Thermoproof Products according to proper Thermoproof installation practices and local building codes (including any resulting operational problems); deficiencies in construction, building design (including, without limitation, lack of proper flashing and adequate drainage), building maintenance, building settling or shifting; excessive humidity and/or **condensation either inside or outside the building, events beyond Thermoproof's control (including, for example, explosions,** fire, flood, earthquakes, weather conditions, or elements of nature or acts of God); damage caused by harsh environments.

9. WARRANTY CLAIM PROCEDURE. This Thermoproof Warranty is governed by the laws of British Columbia. If you have any questions regarding our Thermoproof Warranty or you have a claim, please contact us at:

Thermoproof Manufacturing Ltd. 9386 Smiley Rd. Chemainus BC V0R 1K4 Toll Free 1.877.317.3777 Email <a href="mailto:service@thermoproof.ca">service@thermoproof.ca</a>	When calling Thermoproof, you will be asked provide the following information: <table border="1" data-bbox="850 1591 1451 1772"><tr><td data-bbox="850 1591 1451 1654">Warranty Start Date: Date of Thermoproof Product purchase</td></tr><tr><td data-bbox="850 1654 1451 1717">Thermoproof purchase order form #:</td></tr><tr><td data-bbox="850 1717 1451 1772"> </td></tr></table>	Warranty Start Date: Date of Thermoproof Product purchase	Thermoproof purchase order form #:	
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