



Maintenance & Warranty Guide

Installation Services

Installation Services Warranty

**ADDITIONAL ORIGINAL RESIDENTIAL CONSUMER WARRANTY
for
ALL WEATHER WINDOWS® INSTALLATION SERVICES**

Key Warranty Features

**ALL WEATHER WINDOWS INSTALLATION SERVICES WARRANTY
Effective July 1, 2010**

By combining a passion for the industry with a customer first philosophy, All Weather Windows has grown from a single 10,000 square foot facility to become Canada's largest privately owned window and door manufacturer. We're proud of the products we make and stand behind them with one of the best warranties in the industry.

In addition, when your windows are installed by All Weather Windows Renovations or a Certified All Weather Windows Installer you get the additional peace of mind knowing that qualified experts are installing your products.

Key features:

5 YEARS

Against defects or damages to All Weather Windows products caused by improper installation or workmanship.

Talk to your All Weather Windows Authorized Dealer or Sales Representative to find out more or see the full warranty on the following pages.



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ADDITIONAL ORIGINAL RESIDENTIAL CONSUMER WARRANTY for ALL WEATHER WINDOWS® INSTALLATION SERVICES

1. GENERAL

This document sets out the various warranties which All Weather Windows Ltd. ("All Weather Windows") gives to the Original Consumers relating to installation services of products or components of products manufactured by All Weather Windows for residential renovation projects ("All Weather Windows Products") ("Installation Services") provided by All Weather Windows or contractors of All Weather Windows who are expressly authorized by All Weather Windows to represent themselves as All Weather Windows' installation contractors ("Authorized All Weather Windows Contractors"). Installation Services do not include any services for staining, painting, sealing or maintenance even if performed by an Authorized All Weather Windows Contractor. "Original Consumers" are the original purchaser of the Installation Services and the owner of the building in respect of which the Installation Services are provided at the time they are provided.

2. WARRANTIES

Subject to the exclusions described below, All Weather Windows provides a limited warranty on Installation Services for 5 years from the date the Installation Services are provided against defects or damages to All Weather Windows Products that were the subject of those Installation Services caused by improper installation or workmanship. This warranty does not include any damages caused by failure to perform normal maintenance items described in All Weather Windows' Maintenance and Warranty Guide including, without limitation, caulking and cleaning of the All Weather Windows Products.

3. REMEDIES

Where Installation Services are covered by a warranty provided for in this document, remedies of the Original Consumer are limited to the following, either of which may be chosen by All Weather Windows at its option:

- a. correction of the Installation Services but there is no warranty coverage for labour for painting, refinishing, restoration or any other similar costs at any time; or
- b. refund the original purchase price of the Installation Services.

The foregoing are the only remedies All Weather Windows will provide, whether the claim is made for a breach of warranty or any other type of claim. Where Installation Services are corrected by All Weather Windows under a warranty claim, All Weather Windows warrants the Installation Services will be free from defects in workmanship, subject to the exclusions, disclaimers and limitations contained in this document, for the balance of the warranty period that was originally applicable to the original Installation Services that were corrected, or 90 days from the date that the corrected Installation Services are provided, whichever period is longer.

4. GENERAL EXCLUSIONS, DISCLAIMERS AND LIMITATIONS ON LIABILITY

- a. All of these warranties will be valid only if the products are properly finished, painted, sealed and maintained. In addition, there will be no remedy against All Weather Windows and All Weather Windows will have no liability for damage or defects due to:
 - i. accident or negligence in handling by anyone other than All Weather Windows or an Authorized All Weather Windows Contractor;



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- ii. accident or negligence in use or operation;
 - iii. WeatherGard ®, or Versailles ™ products not adequately sealed within 7 days of installation;
 - iv. modifications or attachments not authorized by All Weather Windows;
 - v. perils such as fire, earthquakes, storms, acts of nature, acts of war, acts of terrorism or any other cause beyond All Weather Windows' control;
 - vi. improper finishing or failure to provide proper finishing, improper maintenance, improper operation or failure to maintain as per the guidance in our Maintenance and Warranty Guide;
 - vii. variance in the colouration and grain pattern of natural wood parts, products or components;
 - viii. damage occurring prior to installation while the All Weather Windows Products are being stored on Original Consumer's site prior to installation;
 - ix. wood window products or components in high humidity areas such as swimming pools, greenhouses or similar enclosures or proximity to large bodies of water;
 - x. condensation or frost on the interior or exterior of windows and doors, or any related water damage which occurs as the natural result of humidity within the structure;
 - xi. settlement of the building structure or structural defect in the building in which the products or components are installed;
 - xii. exposure to localized heat or to harmful chemicals or pollutants;
 - xiii. window shades or curtains installed in a manner that will trap heat against the window surface.
- b. All Weather Windows publishes instructions for care and maintenance in its Warranty and Maintenance Guide, which is provided to the original purchaser of the product. These instructions may also include other exclusions, disclaimers and limitations which will apply. If you did not get a copy of this booklet, you should contact All Weather Windows immediately and they will send a copy to you or a copy can be obtained through its website at www.allweatherwindows.com.
- c. The provisions contained in this warranty establish the maximum liability that All Weather Windows has for Installation Services. The price of the Installation Services reflects and allocates the risks of defects or damages due to improper Installation Services between All Weather Windows, Original Consumers and ultimate owners and users of the products. This warranty does not extend to any damages to structure, walls, flooring, carpeting, drapery or any other portions of the building in which the Installation Services were performed.
- d. ALL WEATHER WINDOWS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES. THE ONLY REMEDY WITH RESPECT TO LOSSES OR DAMAGES HOWEVER THEY MAY BE CAUSED AND WHETHER DUE TO NEGLIGENCE OR OTHER CAUSES WILL BE AS SPECIFIED IN ITEM 3 OF THIS DOCUMENT ("REMEDIES"), WHICH ARE THE SOLE AND EXCLUSIVE REMEDIES. ALL WEATHER WINDOWS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE MERCHANTABILITY OR WORKMANSHIP TO ANYONE INCLUDING THE ORIGINAL CONSUMER OR ANY



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SUBSEQUENT PURCHASER, OWNER OR USER OF THE PRODUCTS.

- e. All Weather Windows will not provide a warranty for products or Installation Services that have not been paid for in full.
- f. All exclusions, disclaimers and limitations referred to apply in all circumstances and under all conditions.

5. **WHAT TO DO IF YOU HAVE A WARRANTY CLAIM**

If you want to make a warranty claim, this is how you should proceed:

- a. Contact All Weather Windows in writing at the following address:

All Weather Windows Ltd.
18550 – 118A Avenue
Edmonton, Alberta T5S 2K7
Attention: Manager of Warranty Claims

- b. To facilitate consideration and processing of your claim, you should provide as much detail as possible, including where and when the Installation Services were ordered and when and where they were provided, a detailed description of the defect or damage including, if possible, pictures or diagrams. You should also state who you have contacted previously about the problem and what has been done to fix it. Also give your name, a phone number, address and email address where you can be reached and the address of the location of the defective or damaged All Weather Window Product so that it can be inspected.
- c. All Weather Windows will review your claim and will contact you to advise you what action it will take. Please note that All Weather Windows reserves the right to charge a fee to cover its expenses if an on-site inspection is required or requested by you. That charge will be refunded if the claim is covered by All Weather Windows' warranty.

6. **NO ASSIGNMENT**

The warranties provided are made only to the Original Consumer as defined under item 1 – General and may not be assigned by the Original Consumer

7. **EFFECTIVE DATE AND JURISDICTION**

Provisions of this warranty apply to Installation Services provided from and including July 1, 2010. Any warranties given previously do not apply and are null and void with respect to Installation Services provided from and including July 1, 2010. If any of the exclusions, disclaimers or limitations are prohibited by law in a jurisdiction, they may be severed from this warranty without affecting the validity of the balance of the provisions. Some jurisdictions do not allow excluding or limiting incidental or consequential damages or how long an implied warranty applies. While this warranty gives you specific legal rights, you may also have other rights which vary from jurisdiction to jurisdiction.