

Coverage under this Warranty

Accurate Dorwin Inc. (ADI) warrant that certain products identified below will be free from defects in materials and workmanship from the date of purchase for a minimum of two (2) years, except where otherwise stated in the time periods described herein. The provisions of this consumer warranty agreement (hereafter "warranty", and where "warranty" is issued shall apply to the warranty coverage for that specific product referred to) apply to ADI manufactured products from and including March 13, 2017.

This warranty is subject to ADI's standard terms and conditions and all exclusions, limitations, disclaimers etc. contained herein. Notwithstanding unless otherwise stated below all warranties expressed below are a flow through of the warranty provided to ADI by its supplier. At no time will ADI be liable to provide any warranty coverage beyond that provided by the supplier.

This warranty is for the benefit of the Original Consumer (original purchaser of the product and the original owner of the building in which the Product is installed) if the Product (hereinafter the "Consumer") when purchased from ADI, an authorized ADI dealer, distributor, contractor or builder and shall not be transferable from the Owner subsequent transferee, unless otherwise stated below.

ALL WARRANTIES ARE SUBJECT TO THE CONDITIONS, EXCLUSIONS, DISCLAIMERS AND LIMITATIONS THAT ARE SET OUT IN THIS DOCUMENT.

Warranty Details:

ACCUFRAME™ Fiberglass Windows and Sliding Patio Doors

Frames – All fiberglass windows and patio doors, under normal use and service, will be free from defects in material and workmanship for the lifetime of the product to the original purchaser homeowner. The fiberglass is warranted not to corrode, peel, rot, rust, warp, bow, shrink, twist or blister. This warranty is transferable to one succeeding owner of the residence in which the windows and/or patio doors were originally installed. The warranty period for the second owner is fifteen (15) years from the original date of installation. See transfer of warranty section for details.

Insulated Glass – ADI will provide to the original purchaser homeowner a limited warranty for twenty (20) years from the date of purchase on insulated glass units. (IGUs) A failed insulated glass unit is one which develops a significant obstruction of vision as a result of film formulation caused by dust or moisture in the leaked air space caused by the failure of hermetic seal. Glass is a construction material, small marks, scratches and spots which are not visible from viewing at a 90 degree angle under normal viewing conditions at a minimum of 10 feet are not considered defects. Film applied by 3rd parties voids insulated glass warranty. This warranty is transferable to one succeeding owner of the residence in which the windows were originally installed. The warranty period ADI will provide a replacement insulated glass unit at no charge F.O.B. ADI's manufacturing facility. If the insulated glass fails 5 years following the date of purchase the original consumer will be responsible for labour, materials and delivery costs.

Hardware – All balancers, rollers locking mechanisms and other hardware used in our windows and patio doors will not fail under normal use and service for the lifetime of the product to the original purchaser homeowner. All balancers and locking mechanisms should be lubricated once a year with a silicone type spray. All sliding tracks should be kept free of dirt, dust, and debris. Failure to maintain may impact warranty coverage.

Fiberglass Screens – Are warranted for ten (10) years against rot, rust or stains under normal residential use. The warranty does not apply to torn, ripped, or bent screens due to normal wear and tear.

Colour – The coated surfaces of the windows and patio doors are designed to maintain their original colour characteristics, however, atmospheric conditions and sun exposure may cause some fading overtime. ADI warrants that for a period of fifteen (15) years from the date of application the coating applied will not crack, pit, peel, blister or suffer non-uniform fading or discoloration (non-uniform fading discoloration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty). Small marks, scratches, or wear and tear, which are visible at a 90 degree angle under normal viewing conditions at a minimum of 10 feet are not considered defect. Patio Door Sills that are custom painted are not covered under the paint warranty. Note: Red, yellow, or blue are covered for (5) years, as pigments do not endure sun intensity.

Optional Veneer Interior – The optional veneer interior surfaces of ADI's windows and patio doors must be painted or stained by original consumer immediately after installation. After sealing the veneer is very resilient however it is subject to permanent damage from moisture and mildew until properly sealed. Failure to paint or stain and seal the veneer interior immediately after installation will nullify this warranty. Proof of sealing may be required to support any future claims.

Cleaning – The fiberglass surfaces of the windows should be cleaned with mild soap and water or premixed vinegar-based cleaning solution only. Abrasive or strong chemical cleaners can cause permanent damage to the finish. Such damage is not covered under this Warranty. Refer to ADI Care and Maintenance Manual.

Caulking – Caulking is used to seal the perimeter of the windows and doors against air and water infiltration. Caulking is not part of the window or door, and therefore, is not covered under this Warranty. Initial application of caulking is a responsibility of the installer. Subsequent applications of caulking are considered a maintenance responsibility of the homeowner.

Condensation – Condensation on the interior of windows and doors is a natural result of excessive moisture in the air. Condensation does not indicate a defective product or faulty installation and is not covered under warranty. Additional information on the causes and cures is available from ADI Care and Maintenance Manual.

Finishing – ADI will not accept responsibility for repairing, refinishing, or any other necessary work to complete the replacement or repair of product. Mutton bars added by ADI are covered for five (5) years, assuming regular Care and Maintenance has been performed.

In the event of Supply & Installation Completed by ADI:

Labour – Skilled labour required to replace or repair any defective product or product component is covered by this warranty for five (5) years following the date of install unless otherwise specified. If located outside Winnipeg, MB, hourly rates for travel time and vehicles charges will apply.

ACCUFRAME™ Fiberglass Door

Fiberglass Door Slabs – ADI shall provide a twenty five (25) year warranty to the original purchaser homeowner against warping and delaminating of fiberglass slabs provided that the door slab is sealed on all surfaces. Within that time period ADI will at its sole discretion, replace or repair the defective product at no charge. ADI will not be responsible for installation or refinishing work associated with the replacement of the products deemed defective. It shall be the purchaser's responsibility to complete the replacement of the items deemed defective, unless the consumer chooses to use ADI's services for which there will be an applicable charge. Door warpage is considered a defect when the deflection exceeds 5/16" of an inch or 8mm providing that the door is manufactured with standard lock and hinge preparation. Action on claims for bow, twist, or warp may be deferred at ADI's option for a period not to exceed twelve (12) months after installation to permit the door in question to acclimate to temperature and humidity conditions. During winter months door panels can bow due to extreme temperature variations between the interior and exterior of the door. This is known as "thermal bow" and is not a sign of a defective product. This warranty is transferable to one succeeding owner of the residence in which the doors were originally installed. The warranty period for the second owner is fifteen (15) years from original date of installation. Note: This warranty applies to the door slab only, additional charges may apply.

Exterior Door Glass – ADI will provide to the original purchaser homeowner a limited warranty for ten (10) years from the date of purchase on all decorative, obscure, clear and Low E doorlites as well as patio door glass sealed units. If the insulated glass fails 5 years following the date of purchase the original consumer will be responsible for labour, materials and delivery costs.

Door Frame – All fiberglass door frames, under normal use and service, will be free from defects in material workmanship for the lifetime of the product to the original purchaser homeowner. Defect does not affect operation of door or visible daylight in excess of 5/16" of an inch or 8mm. This warranty is transferable to one succeeding owner of the residence in which the doors were originally installed. The warranty period for the second owner is fifteen (15) years from the original date of installation. Note: This applies to door frame only, additional charges may apply.

Hardware – ADI will provide to the original purchaser homeowner a limited warranty for ten (10) years from the date of purchase on hardware purchased from ADI. All hardware and/or materials supplied by home owner are not covered under the ADI warranty.

Paint – ADI warrants that for a period of ten (10) years from the date of application the coating applied will not crack, pit, peel, blister or suffer non-uniform fading discoloration (non-uniform fading discoloration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty).

Stain Finish – ADI warrants that for a period of five (5) years from the date of application the coating applied will not crack, pit, peel, blister or suffer non-uniform fading discoloration (non-uniform fading discoloration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty). Clear coat must be reapplied to stained doors every twenty-four (24) months. Failure to do so voids stain finish warranty.

Cleaning – The fiberglass surfaces of the doors should be cleaned with mild soap and water or premixed vinegar-based cleaning solution only. Abrasive or strong chemical cleaners can cause permanent damage to the finish. Such damage is not covered under this Warranty. Refer to ADI Fiberglass Window Maintenance.

Caulking – Caulking is used to seal the perimeter of the doors against air and water infiltration. Caulking is not part of the window or door, and therefore, is not covered under this Warranty. Initial application of caulking is a responsibility of the installer. Subsequent applications of caulking are considered a maintenance responsibility of the homeowner.

Fiberglass Screens – All fiberglass screens are warranted for ten (10) years against rot, rust or stains under normal residential use. The warranty does not apply to torn or ripped screens.

Storm Doors – Storm doors are warranted to the original purchaser/homeowner to be free from defects in the material and workmanship for one (1) year after the date of purchase. ADI will not be responsible for installation, repainting, or refinishing work associated with the replacement of products deemed defective. Glass breakage, torn screens and wind damage are not covered in this warranty.

Sealed Unit Replacement in Frames not Manufactured by Accurate Dorwin – Sealed Unit replacements are warranted for ten (10) years from the date of installation. If the Insulated Glass fails ADI will provide a replacement insulated glass unit at no charge F.O.B. ADI's manufacturing facility. A failed insulated glass unit is one which develops a significant obstruction of vision as a result of film formulation caused by dust or moisture in the leaked air space caused by the failure of hermetic seal. Glass is a construction material, small marks, scratches and spots which are not visible from viewing at a 90 degree angle under normal viewing conditions at a minimum of 10 feet are not considered defects. The above glass warranty is a flow through of the warranty provided by ADI's glass supplier. At no time will ADI be liable to provide any warranty coverage beyond what the ADI's glass supplier provides and honors.

In the event of Supply & Installation Completed by ADI:

Labour – Skilled labour required to replace or repair any defective product or product component is covered by this warranty for five (5) years following the date of install unless otherwise specified. Seasonal adjustments of strikers or door sweeps caused by seasonal foundation shifting are not covered under warranty. If located outside Winnipeg, MB, hourly rates for travel time and vehicles charges will apply.

Registration of Warranty – In order for you to be eligible for coverage under this warranty, the attached warranty registration form must be completed, signed and returned to ADI within thirty (30) days after completion of the installation.

Transfer of Warranty – The above warranties are extended only to the original purchaser. This warranty is transferable to one succeeding owner of the residence in which the windows and doors were originally installed. The warranty period for the second owner is fifteen (15) years from the original installation date. Completing the attached warranty Transfer Form and returning it to ADI, along with a check payable to ADI in the amount of \$75.00 CAD, within sixty (60) days of the date that ownership is transferred, can transfer this warranty. Failure to notify ADI will relieve ADI of any future obligations under this warranty.

CONDITIONS, EXCLUSIONS, DISCLAIMERS, AND LIMITATIONS

- 1) No representative of ADI shall have the authority to change, modify or expand this warranty and any purported modification to this warranty shall be no force and effect.
- 2) The original warranty shall not be extended by any such repair or replacement, but the original warranty period shall continue in effect and be applicable to the repaired or replaced part(s).
- 3) ADI reserves the right to discontinue or modify any product line. In the unlikely event that any of the original parts or components are no longer available, ADI will substitute parts or components of comparable quality. The product may not be an exact match to the original. ADI will not be held liable for a like to like replacement.
- 4) ADI does not provide a warranty for any parts and/or materials supplied by others.
- 5) ADI does not provide a warranty for products that have not been paid for in full. Warranty becomes null and void if full payment is not made within 30 days of substantial completion.
- 6) This warranty covers only those material defects as specified herein and does not include defects or damage caused by accidents, fire, flood, hail or other Acts of God, extraordinary impact, vandalism, riot or civil disorder, misuse, mildew, damage caused by pressure washing, modifications not performed by ADI, abuse, localized heat which causes excess temperature differentials, harmful fumes, vapors or chemical pollutants in the atmosphere, building settlement, structural failure of walls or foundations or failure of product on account of building construction or design. Paint colors which contain high levels of red, blue or yellow pigments exposed to sun intensity are subject to additional limitations.
- 7) This warranty is made in lieu of all other expressed or implied warranties and extends only to the original consumer. In no event shall ADI be liable for any incidental or consequential damages of any kind, or resulting from any defects, or for any delays in performance of this warranty due to circumstances beyond its control.
- 8) In no event will ADI's liability exceed the price paid for the affected product or component.
- 9) Customer will be responsible for installation care and maintenance as per industry standard. Failure to perform maintenance will null and void this warranty. Refer to Care and Maintenance Manual.
- 10) Notwithstanding the warranty described in this document as not time will ADI be responsible for any labour involved in warranty claim where ADI did not install the product.
- 11) Notwithstanding the warranty described in this document is a flow through of the warranty provided by ADI's suppliers. At no time will ADI be liable to provide any warranty coverage beyond what ADI's supplier continues to provide. Should ADI's supplier not honor or provide the warranty coverage for whatever reason, ADI shall not be responsible.

Process for Warranty Claims

- 1) Upon discovery of a potential warranty claim, contact ADI directly;

Mail: Accurate Dorwin Inc.
1535 Seel Ave
Winnipeg, MB R3T 1C6
Email: residentialservice@accuratedorwin.com
- 2) You will be required to provide the following information to make a claim:
 - a. Clear high resolution pictures from multiple angles, a written description of the claim and the date first detected
 - b. Proof of purchase
 - c. Full name, address and phone number of original consumer
- 3) After submitting the claim, ADI will review the claim and contact the consumer to advise on the status of the warranty claim.
- 4) ADI shall have the right to charge a service fee in the event that an on-site inspection is required or requested by the consumer. ADI shall reimburse the consumer for the full amount of the fee if the claim is determined to be covered by this warranty upon investigation of defect. After determining the nature and the extent of any product failure, if required under the warranty, a replacement will be supplied, or the defect repaired at ADI's option.