

## 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 one (1) year, except where otherwise stated in the time periods described herein.

Where varied warranty specifications are requested, a separate document will be provided for the project. This document would need to be submitted in the event of a claim.

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 January 1, 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.

In order to be covered by this warranty, the Consumer must take the normal precautions to properly care for and protect the product.

ADI will not accept responsibility for repairing, refinishing, or any other necessary work to complete the replacement or repair of the product.

In no event will ADI's liability exceed repair or replacement of the defective component at the Dealer level.

This warranty is limited to defects in workmanship and materials and does not cover by way of example, damage or defects caused by or arising from:

1. Improper handling or installation by the Dealer or Consumer to follow our instructions;
2. Incorrect installation of window unit in a manner that caused damage to the product;
3. Subjecting the frame or window to excessive conditions or strains;
4. Claims involving the installation or any other work not originally performed by ADI.

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

## Warranty Details:

### ACCURFRAME™ 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 a period of twenty-five (25) years to the original consumer. The fiberglass is warranted not to corrode, peel, rot, rust, warp, bow, shrink, twist or blister. The manufacturer will repair or replace any components which have defects in workmanship or material so as to render the product serviceable to the same state as originally furnished. Substitution of defective components may be used as deemed necessary by the Manufacturer. This warranty excludes defects or damages from neglect, vandalism, misuse, natural disasters, improperly handled and installed products.

**Insulated Glass** – Insulated Glass Units, under normal use and service are warranted to the original Consumer from failure of the air seal due to defects in material or workmanship for a period of ten (10) years from the date of purchase. Warranty applies to product only, labor to be assessed and applied at prevailing rates. In the event of seal failure, a replacement unit will be provided F.O.B. ADI, at no charge. This warranty excludes defects or damages from neglect, vandalism, misuse, natural disasters, accidental breakage, stress cracks from improperly installed product, excessive heat exposure, sloped application, high vibration environment, and improper maintenance. 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.

**Colour** – The paint finish is warranted to the original Consumer to have a minimal maintenance surface for a period of five (5) years from date of purchase. 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. Fading is a normal part of the weathering process and is not covered under this warranty.

**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.

**Hardware** – All balancers, rollers locking mechanisms and other hardware used in ADI windows and patio doors will not fail under normal use and service for the lifetime of the product to the original Consumer. 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. This warranty excludes defects or damages from neglect, vandalism, misuse, natural disasters, normal wear and tear, and improper maintenance.

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

**Finishing** – ADI will not accept responsibility for repairing, refinishing, or any other necessary work to complete the replacement or repair of product.

### Installation

Supply Only projects are covered by others (third party warranty). Non-professional installation voids warranty.

Supply and Install projects performed by ADI are covered for a two (2) year period from date of substantial completion (includes material and labor). For Consumers outside of Winnipeg, MB, travel fees will apply. ADI reserves the right to limit labor costs for repairing or replacing warranted window components and glass in outlying areas.

## 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 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.
- 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.
- 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) Consumer will be responsible for installation care and maintenance as per industry standard. Failure to perform maintenance will null and void this warrantee. 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 the warranty provided 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 provides. 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](mailto: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 and written description of the claim and the date first detected
  - b. Proof of Purchase and Proof of Any Specific Warranty Provided
  - 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 status of warranty claim.
- 4) ADI shall have the right to charge a service fee 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.