

GENERAL TERM

Durabuilt Windows & Doors Inc. ("Durabuilt") warrant that certain products identified below "Product(s)" will be free from defects in materials and workmanship from the date of manufacture for the time periods described herein. The provisions of this consumer warranty agreement (hereinafter "Warranty", and where "warranty" is used it shall apply to the warranty coverage for that specific Product referred to) apply to Durabuilt Products manufactured from and after including July 1, 2013. This Warranty shall apply to Products supplied for all residential and commercial projects, including new construction and renovation used in Alberta, Saskatchewan, Manitoba and certain areas of British Columbia unless specifically mentioned in the purchase contact.

1. This Warranty is subject to all terms, conditions, exclusions, limitations, disclaimers etc. contained herein.
2. 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) of the Product (hereinafter the "Consumer") when purchased from Durabuilt, an authorized Durabuilt dealer, distributor, contractor or builder and shall be made transferable from the Owner to the first subsequent transferee.
3. In this Warranty, "Claim" shall mean a request for replacement or repair of a defective Product submitted by a Consumer in accordance with Section 4 herein.

THIS WARRANTY PROVIDES COVERAGE, AS DETAILED BELOW, FOR THE FOLLOWING PRODUCTS

1. ALL PRODUCTS

a) Labour

Skilled labour required to replace or repair any defective Product or Product component ("Component") for Supply only is covered by this Warranty for two (2) years following the date of manufacture;

Supply and Install only: Skilled labour required to replace or repair any defective Product or Product component ("Component") is covered by this warranty for five (5) years in case of renovation job.

Subject to following: Durabuilt™ reserves the right to limit transportation and labor costs incurred where the defective Product or Component is located more than seventy (70) kilometers from the original point of purchase. Where Products are sold outside of the warranted area, the coverage is restricted to the supply of the defective Product or Component to the original Canadian point of purchase only.

b) Window and Door Hardware

Durabuilt Window hardware products are warranted for life of the Product under normal circumstances and use. The coverage is limited to replacement value of the defective hardware. All Durabuilt Door hardware products are warranted for five (5) years from the date of manufacture. The warranty coverage is limited to the replacement value of the defective hardware. Regular lubrication following the initial installation is the responsibility of the Consumer.

c) Exterior PVC (Vinyl) and Aluminum Components

Durabuilt provides a limited warranty of ten (10) years from the date of manufacture for factory applied, extruded paints and coatings on all colored PVC and aluminum Window Systems as well as all PVC and aluminum cladding and brickmould used in its window and door Products under normal service and environmental conditions in Canada. Non-factory applied extruded paints are not covered.

d) Wood Components

Durabuilt Door Systems with wood jamb and frame Components will be protected against defects such as holes, blistering and cracking for a period of two (2) years from the date of manufacture provided they are protected from elements and finished with a good quality top coat paint or stain within 30 days of delivery and a clear sealer or varnish immediately following installation. The customer must provide proof that window has been stained/varnished within 30 days of delivery of the product as stated above. Failure to provide such proof shall void the warranty. Wood components must be stored in a covered, dry area and not be exposed to forms of moisture and high humidity accurate enough or reference maintenance guide.

e) NO ASSIGNMENT

The warranties provided are made only to the Original Consumer as defined under Item 1 - "General". If you are the original owner of the building in which the product is installed but were not the original purchaser of the product, you should note that it is the responsibility of the dealer representative or contractor or other person who supplied the product or that building to you to provide you with a copy of this warranty and the instructions for care and maintenance. Failure to do so will not subject Durabuilt Windows & Doors Inc. to any express or implied warranties, liabilities or remedies other than those that are expressly provided for in this document.

f) Transferable: the warranty may be transferred, subject to below conditions.

- i. This option is available only for single standalone family.
- ii. Transferability of the warranty can be only exercised one time,
- iii. Claimant must have purchased the house from original owner (customer), they must retain the original proof of purchase to be entitled in order to claim the warranty.
- iv. The warranty in such a case will be honored only to a maximum of ten (10) years from the original date mentioned on the proof of purchase, provided that the owner is living in the single family residence

2. WINDOW SYSTEMS

Glass Sealed Units

Durabuilt provides for insulated glass units without capillary tubes, a limited warranty that the air seal will not fail due to defects in workmanship; for twenty (20) years (pro-rated) from the date of manufacture for its glass-sealed units. This coverage is subject to exclusions herein. If the air seal fails, Durabuilt will repair, replace or provide a pro-rated credit towards the replacement glass sealed unit as follows:

- i. Claim is made within ten (10) years from the date of manufacture, a credit of one hundred (100%) percent of the Durabuilt selling price of the replacement unit at the time that the Claim is processed.
- ii. If Claim is made between the eleventh (11) and fifteen (15) years from the date of manufacture, a credit of fifty (50%) percent of the Durabuilt selling price of the replacement unit at the time that the Claim is processed.
- iii. If Claim is made between the sixteenth (16) and twenty (20) years from the date of manufacture, a credit of twenty-five (25%) percent of the Durabuilt selling price of the replacement unit at the time that the Claim is processed. Example – If product manufacture date is June 1, 2008, 100% product coverage will be provided up until midnight of May 31st, 2018.
- iv. Broken sealed units are not covered under warranty unless reported within 72 hours from the time received.
- v. Pressure cracks are covered for one (1) year from the date of manufacture. In order to properly diagnose a pressure crack, the sealed unit must be inspected and confirmed by a Durabuilt Windows & Doors technician.

PVC (Vinyl) Extrusions

Durabuilt warrants that the white and beige extruded vinyl Products including the core frame and structure of the window system will be free from significant discoloration, warping, pitting, and blistering for the lifetime of the Product under normal circumstances use and environmental conditions. Notwithstanding the foregoing, the coverage provided for in this subsection does not apply to colored extrusions.

3. EXTERIOR DOOR SYSTEMS

a) Glass Sealed Units

Durabuilt provides for insulated glass units without capillary tubes, a limited warranty that the air seal will not fail due to defects in workmanship; for twenty (20) years (pro-rated) from the date of manufacture for its glass-sealed units. This coverage is subject to exclusions herein. If the air seal fails, Durabuilt will repair, replace or provide a pro-rated credit towards the replacement glass sealed unit as follows:

- i. If Claim is made within five (5) years from the date of installation, a credit of one hundred (100%) percent of the Durabuilt selling price of the replacement unit at the time that the Claim is processed.
- ii. If Claim is made between the sixth (6) and eighth (8) years from the date of original installation, a credit of seventy-five (75%) percent of the Durabuilt selling price of the replacement unit at the time that the Claim is processed.
- iii. If claim is made between the ninth (9) and tenth (10) years from the date of original installation, a credit of fifty (50%) percent of the Durabuilt selling price of the replacement unit at the time that the Claim is processed. Example – If product manufacture date is June 1, 2008, 100% product coverage will be provided up until midnight of May 31, 2018.
- iv. Broken sealed units are not covered under warranty unless reported within 72 hours from the time received.
- v. Pressure cracks are covered for one (1) year from the date of manufacture. In order to properly diagnose a pressure crack, the sealed unit must be inspected and confirmed by a Durabuilt Windows & Doors technician.

Excluding, the forcibly broken sealed units (as they are not covered under any warranty unless found on arrival or after installation, it must be reported within 72 hours from the time received), in order to properly diagnose a pressure crack, the sealed unit must be inspected and confirmed by a Durabuilt Windows & Doors technician.

b) Smooth and Wood grain Fiberglass doors

Durabuilt provides, from the date of manufacture, a limited warranty of ten (10) years on Smooth and Wood grain Fiberglass doors. This coverage states that these fiberglass systems will remain free of defects, warping, rusting or splitting and other excessive damage incurred in normal residential use provided the door has been painted or stained, on all six sides within ninety (90) days of receipt with a top quality paint or stain. The customer must provide proof that window has been stained/varnished within ninety (90) days of delivery of the product as stated above. Failure to provide such proof shall void the warranty.

Door warpage is considered a defect when the deflection exceeds 8mm or 5/16", providing the door is manufactured with standard lock and hinge preparation. This warranty will cover doors with glazing units 21" X 65" or less. Door warpage is not covered by warranty when glazing units are greater than 21" X 65". This warranty covers door widths from 28" – 42" and heights from 79" – 96"

c) Steel Door

Durabuilt provides, from the date of manufacture, a limited warranty of five (5) years on Steel entry door systems against warpage in excess of five sixteenths (5/16) of an inch or eight (8mm) millimeters in the plane of the door and bow or misalignment from the frame or jamb in which the door has been hung, provided that the door has been properly sealed and painted, on all six sides within

ninety (90) days of receipt with an oil or exterior latex paint of good quality. The customer must provide proof that window has been stained/varnished within ninety (90) days of delivery of the product as stated above. Failure to provide such proof shall void the warranty.

d) Sliding Patio Doors

PVC (Vinyl) Sliding Patio Door Systems, warranty for twenty (20) years from the date of manufacture, Durabuilt warrants that its solid vinyl sliding patio doors (white and beige) shall have no finishing or paint defects causing blistering, peeling or flaking and will not show excess fading of door frame or sash members excepting discoloration and fading or chalk due to sunlight, air pollutants and other normal atmosphere conditions and provided normal cleaning practices are followed. This warranty does not cover painted vinyl doors or the screen mesh therein.

4. REMEDIES / GENERAL EXCLUSIONS / LIMITATIONS ON LIABILITY

a) Remedies

Where a product or component is covered by the warranty, remedies are limited to the following, any of which may be at the discretion of Durabuilt:

1. Repair the existing Product or Component. If Durabuilt elects to repair the Product, labor will be covered for up to two (2) years from the date of manufacture, subject to the exceptions detailed in the following subsection.
2. Replace the damaged Product or Component. If Durabuilt elects to provide a replacement Product, the limited warranty on the replacement Product will last for the balance of the warranty on the original Product.
3. Durabuilt is not responsible for paint or any other refinishing required after the remedial work is complete. Durabuilt reserves the right to investigate the reason for the Product failure after a Claim is made and if it is determined that the Product was damaged by negligence, misuse or willful misconduct on the part of the Consumer or any other person not associated with Durabuilt, no remedy under this Warranty shall be available to the Consumer. In the case of discontinued Products or Components, the closest available match will be used. Colors on replacement Products or Components may vary from the original.

b) General Exclusions / Limitations on Liability

All Warranty coverage provided for herein shall be valid only if the Products are properly handled, installed, finished and maintained. In addition to the foregoing and notwithstanding anything otherwise provided for herein, Durabuilt shall have no liability for Product damage or defects caused by:

- i. Accident, abuse, misuse or negligence in handling, installation or operation, finishing (or failure to provide proper finishing), operation, or maintenance (or failure to properly maintain).
- ii. Any Product, Component or hardware not manufactured by Durabuilt;
- iii. Modifications or attachments to Products or Components that are not authorized by Durabuilt;
- iv. Misapplication of the Product, faulty building construction or design, including but not limited to installation;
- v. Stress due to localized application of heat, movement of building or building components or expansion or contraction of building or building components;
- vi. Damage in transit after leaving Durabuilt's plant or fleet not caused by Durabuilt or anyone associated with Durabuilt;
- vii. Natural disasters and any other cause beyond the control of Durabuilt;
- viii. Window shades, curtains or coverings installed in a way that excessive heat buildup is trapped against the window surface.
- ix. Exposure to harmful chemicals or pollutants;
- x. The coverage provided for exterior PVC(vinyl) and Aluminum Components and PVC (Vinyl Extrusions) does not extend to discoloration, polish, surface damage or alteration caused by the use of natural or chemical solvents or unique environmental factors (including salt spray, acid rain, etc.) or other similar potential causes of such damage. This coverage does not extend to deoxidization of metal, fading or minor color variations caused by exposure to the elements, the installation environment or normal weathering conditions.
- xi. Water damage to wood Products or wood Components that are installed in enclosed, high-humidity areas without proper ventilation and any other water damage to any Product resulting from prolonged condensation or frost exposure as a result of installation in an area or structure of high humidity;
- xii. Excess debris and direct rain exposure during construction, extreme build-up of dirt and grime in track, drain hole and other key window and door components that cause malfunction in the Product's performance.
- xiii. Cash & carry products purchased through Durabuilt or a distribution partner that are deployed outside of the warranted area will not be covered under the general warranty;
- xiv. As Is' product sold out of the Edmonton Durabuilt Design Gallery Clearance Centre are not covered by the original consumer warranty as they have been discounted accordingly;
- xv. Subsequent damages and repair work not covered in this warranty. Warranty is limited to the replacement value of the Product or Component only;
- xvi. Removal of Product, shipping costs, painting and refinishing, installation or restoration or other similar costs and the responsibility for those costs shall be Consumer's;

- xvii. Insulated glass units over 40 sq. ft (3.7 sq.m.) in area, regardless of height or width; Insulated glass units, both Doors and Windows, that have had secondary film applied; Insulated glass units installed in window and door products not manufactured by Durabuilt™ Windows and Doors Inc.;
- xviii. Cracked or shattered glass by any physical cause whatsoever; Failure of insulated glass units, both Doors and Windows, due to obstruction of engineered drain holes by foreign debris build-up or misapplied finishes; or insulated glass units which are installed higher than 5000 feet above sea level;
- xix. Doorlites that are not properly maintained;
- xx. Durabuilt reserves the right to limit transportation and labor costs incurred where the defective Product or Component is located more than seventy (70) kilometers from the original point of purchase. Where Products are sold outside of the warranted area, the coverage is restricted to the supply of the defective Product or Component to the original Canadian point of purchase only.

5. ADDITIONAL PROVISIONS

- i. No distributor, dealer or representative of Durabuilt shall have the authority to change, modify or expand this Warranty and any purported modification to this Warranty shall be of no force and effect;
- ii. The remedies provided for in this Warranty are the only remedies Durabuilt will provide with respect to any of its Products.
- iii. This Warranty shall be construed in accordance with and governed by the laws of the Province of Alberta.
- iv. The invalidity or unenforceability of any provision or provisions of this Warranty shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
- v. This Warranty constitutes the entire agreement between the parties with respect to the subject matter contained herein.

Edmonton Supply & Installation

For supply and installation orders purchased from Edmonton Durabuilt Design Gallery (Renovation Centre) or Head Office Renovation Sales Department Durabuilt offers a five (5) years limited warranty from the date of installation on renovation job. This coverage includes skilled labor required to replace or repair any defective product, product component or defect in workmanship from the initial installation. General exclusions specified above apply.

PROCESS FOR WARRANTY CLAIM

For your Warranty service request contact a Connect You agent near you.

Edmonton

Email: connectyou@durabuiltwindows.com

Phone: 780-557-2049

Toll Free: 1-844-577-2049

Calgary & Lethbridge

Email: connectyoucalgary@durabuiltwindows.com

Phone: 403-441-8043

Saskatoon & Regina

Email: connectyousaskatoon@durabuiltwindows.com Phone: 306-665-0870

Winnipeg

Email: connectyouwinnipeg@durabuiltwindows.com Phone: 204-415-4351



Experience where excellence is everything.

Connect You is your direct connection to straightforward service solutions, providing you with instant access to Durabuilt service experts.

Whether you are a homeowner, builder, or retail partner, our team is here for you.

1. As soon as possible upon discovery of a defective Product, contact either the Dealer, Distributor or Builder from whom you purchased your Product, or, contact Durabuilt directly.
2. You will be required to provide the following information to make a Claim:
 - i. Model, Product description and Product number or the Window Care and Maintenance Guide with all info;
 - ii. Proof of place and price of Product purchase;
 - iii. Verification of date of manufacture, if indicated on product;
 - iv. Detailed description of the Product defect(s);
 - v. Full name, address and phone number(s) of Consumer; and
 - vi. Date of installation and installer's name.
3. After submitting a Claim, Durabuilt will review the Claim and contact the consumer within a reasonable time thereafter.
4. Durabuilt shall have the right to charge a reasonable fee to cover its expenses in the event that an on-site inspection is required or requested by the Consumer. Durabuilt 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 the defect.