

Donat Flamand – DF Windows Warranty

We guarantee that our products are manufactured to exacting standards with premium quality materials, and are free from defects that could make them unsuitable for the normal use for which they are intended. Our products, when subjected to normal use, carry a one-year warranty on parts and labor from the date of delivery by the manufacturer. The owner must notify the distributor or DF Windows of any defects immediately upon discovery and no later than 30 days thereafter. Any product found to be defective under the terms of this workmanship warranty will be repaired or replaced free of charge. This warranty is limited to the replacement or repair of parts deemed to be defective by DF Windows. When replacement occurs, similar products will be used. No other claims will be accepted under this warranty.

5 Year Limited Warranty on Parts

A limited warranty covering defects in the raw materials used in the manufacture of DF Window products applies from the second to the fifth year inclusively. This warranty is limited to the replacement of parts deemed defective. DF Windows shall not be liable for labor costs, which are payable in full by the owner and include, but are not limited to, shipping, scaffolding, product finishing, repair, removal, reassembly, installation and/or reinstallation. We guarantee wood components against manufacturing defects and rotting, and door and window sashes against warping greater than ¼" (6 mm). All wood surfaces, including sash contours must be treated.

10 Year Warranty on Sealed Clear Glazing Units and on Sealed Low-E Plus Glazing Units

With the exception of units mounted in steel doors, sealed clear glazing units and sealed low-E plus glazing units are guaranteed for ten years against film formation and dust deposits between the two panes of glass, provided the cause is an insufficiently tight seal, not glass breakage. Decorative glass panes (stained and etched glass) and clear glass panes with interior grilles mounted in steel doors carry a limited 10 year warranty against defective seals. The limited 5 year warranty applies to Standard and Double Hung series windows installed in steel doors. The defect must cause substantial impairment to vision and maximum liability is limited to replacing the defective panel. DF Windows shall not be liable for labor costs, which are payable in full by the owner and include, but are not limited to, shipping, scaffolding, product finishing, repair, removal, reassembly, installation and/or reinstallation.

1 Year Warranty on Spontaneous Breakage of Sealed Clear or Low-E Plus Glazing Units

Sealed glazing units installed in windows (excluding sliding or hinged doors) carry a 1 year warranty against spontaneous breakage including labor required to replace the defective unit. Spontaneous breakage occurs when the glass develops a crack but shows no sign of impact. All other types of breakage, whether mechanical, accidental or other, are not covered by this warranty.

20 Year Warranty on Extruded PVC Components, excluding extrusions that are brown in color or any variation thereof

We guarantee that as of the delivery date, and the subsequent twenty year period (except if the vinyl has been nailed), the white extruded PVC components used in DF windows will conserve their outward appearance and remain free of holes, peeling, warping, blistering, splitting and significant discoloration, it being understood that non-uniform discoloration resulting from unequal exposure to sunlight and to the elements is not covered by this warranty. The PVC warranty covers the original extruded PVC components installed in DF windows. This PVC warranty covers defects caused by the PVC extrusion process and is limited to material defects. This warranty does not cover and expressly excludes extrusions that are brown in color or any variation thereof, as well as extruded PVC components that have been painted by DF Windows, its subcontractors, or the consumer. DF Windows shall not be liable for labor costs, which are payable in full by the owner and include, but are not limited to, shipping, scaffolding, product finishing, repair, removal, reassembly, installation and/or reinstallation.

5 Year Warranty on Aluminum Cladding

All aluminum extrusions installed on products covered by this warranty are guaranteed for 5 years from the date of delivery. This coverage does not extend to discoloration, polish, surface damage, alteration caused by the use of natural or chemical solvents or an environmental factor such as acid rain, deformation caused by an outside force, or the improper installation of the window and/or door. Any alteration to or perforation of the product as outlined above will automatically invalidate the warranty. Company liability is limited to replacing the part deemed defective by DF Windows. DF Windows shall not be liable for labor costs, which are payable in full by the owner and include, but are not limited to, shipping, scaffolding, product finishing, repair, removal, reassembly, installation and/or reinstallation.

General Limitations

Under the terms and conditions of the warranties stipulated above, any part repaired or replaced will be covered for the residual period of the initial warranty. The products must be installed in a residential (non-commercial) building and placed in a vertical position (as per their design). Without limiting the preceding, DF Windows shall not be liable for, and this warranty shall not apply without limitation to, any damage resulting from or related to installation, improper or abusive use, negligence, improper storage, failure to follow DF Window recommendations and specifications, or lack of reasonable product care and maintenance. In no case shall the liability of DF Windows exceed the cost of the materials and labor for replacing products deemed defective by DF Windows. Under no circumstances shall DF Windows be held liable or accountable for any direct, indirect or incidental damage, including, but not limited to, loss of profits or income resulting or related to any defect whatsoever in the products

covered by this warranty, or any use of the products by the owner or any other person, or any circumstances beyond the control of DF Windows in the performance of this warranty.

General Terms and Conditions

The owner may transfer any limited warranty to any subsequent owner of the product. Subsequent owners benefit from the residual warranty period. When making a claim under a limited warranty, subsequent owners need only provide DF Windows with a proof of purchase. Products must be installed vertically (as per their design) and in compliance with industry standards, that is, square and plumb. Repairs will be carried out during normal business hours. If the repairs must be performed at a location more than 50 kilometers away from the closest authorized distributor, travel costs may be billed to the owner, in which case prior agreement must be reached between the owner and DF Windows as to the additional expenses that may be incurred. It is understood that access to the product to be repaired is incumbent on the owner and that DF Windows shall not be required to honor any warranty whatsoever unless the location where the repairs are to be made is accessible by road. The installation must not require scaffolding. Nevertheless, if scaffolding is required, it is incumbent on the customer to acquire it, erect it and take it down at his or her expense. For this warranty to remain valid, wood components and any parts replaced during the warranty period must be protected against moisture and excessive dryness within thirty (30) days of installation, and steel doors sold with a coat of primer must be painted with a suitable paint within three (3) months of installation. For these warranties to remain valid, periodic product maintenance must be performed including painting and/or staining wood surfaces, inspecting sealants and applying new sealant as required, lubricating hardware (moving parts), and cleaning the weatherstripping.

Claim Procedure

These warranties are for the exclusive benefit of the owner. To invoke any of these warranties, the owner must send a written claim to the distributor from which the product was purchased or to the Service Department of DF Windows at the following address: 90 rue Industrielle, Saint-Apollinaire, Quebec, G0S 2E0. The claim must describe the product and the nature of the defect, and must include proof of purchase (an invoice or reference number, or a product ID number in the case of windows). Make sure the production numbers are listed on your invoice. Claims must be forwarded to the distributor or DF Windows as soon as possible and no later than 30 days after discovery of the defect by the owner, failing which the owner will be deemed to have renounced any contractual warranty. On receipt of the written claim, DF Windows will have thirty (30) days to accept or refuse the claim. In the event that DF Windows determines the claim to be valid, DF Windows agrees, at its discretion, to repair the defective material covered by the warranty or to replace the said material with similar material or material of equal quality. DF Windows reserves the right to discontinue, alter or replace its products. In the event that the products covered by this warranty are no longer available, DF Windows shall have the right to replace them with products of equal value and/or quality as it shall solely determine. Replacement components may vary slightly in color or luster from the original components that have been exposed to normal weather conditions. DF Windows shall not be liable for such variations, and shall not be required to create a new extrusion die to meet the claim if no compatible extrusion is manufactured. No replacement made under this warranty shall result in an extension of the original warranty, which shall remain in full effect for the residual warranty period only, including for the replacement product or part.

Examples of Cases Not Covered by Our Warranties

The warranties do not cover-

- Charges incurred for service calls by DF Windows representatives who fail to detect problems attributable to manufacturing defects or substandard materials;
- Alterations or repairs after someone other than a DF Windows technician has made alterations or attempts at repair;
- Product malfunction or damage due to negligence, accident, improper handling, or poor installation (non-square, twisted, inward or outward curving frames, etc);
- Water infiltration caused by something other than a product defect;
- Product malfunction or damage due to improper heating or ventilation, or condensation resulting from excess humidity in the house;
- Variations in wood color;
- Weatherstripping that has been painted or varnished;
- Products sized under the minimum or over the maximum dimensions indicated on the price list in effect at the time of purchase, or any product not included on the price list;
- PVC extrusions painted by the consumer and not by DF Windows or one of its subcontractors;
- The finish of indoor and outdoor locks, except when specifically mentioned;
- Grilles and screens;
- Dark vinyl discoloration caused by normal aging, oxidation, extreme weather conditions or improper maintenance;

Please Note

Screens are intended to keep insects out. They are not designed as safety devices or to keep objects or people in. Screens will not prevent an individual from falling outside. Keep young children away from open windows. No DF Windows agent is authorized to agree to changes to any of these warranties. The specific limited warranties from DF Windows described above apply to all purchases made on or after October 31, 1997. Subject to Canadian and American law.