

Product Warranty

# JELD-WEN® Window & Doors United Window® Collection Limited Warranty OUR WARRANTY TO YOU...

JELD-WEN® Products¹ are designed to create lasting value for your home. This warranty is effective for all JELD-WEN Products manufactured on or after **January 1, 2009** for use in Canada and the United States. Any previous warranties will continue to apply to products manufactured by JELD-WEN prior to this date. For additional information, including care and maintenance instructions and installation instructions, refer to **www.jeld-wen.ca**.

### What This Warranty COVERS...

Except as set forth in the Special Coverages section below, we warrant that if your JELD-WEN Product exhibits a defect in material or workmanship within the time periods from the date of delivery of the product by us to the dealer or builder as specified below, we will, at our option, repair, replace or refund the purchase price of the Product or component part.

**Vinyl Products:** We warrant our vinyl Products to be free of holes, peeling, warping, blistering, splitting, and significant discoloration for **two (2)** years.

Insulating Glass: We warrant each insulating glass unit for five (5) years.

Component Parts: We warrant each window, door, and component part thereof for two (2) years.

**Labour:** Skilled labour<sup>2</sup> necessary to repair or replace any component is provided for **two (2)** years. Labour is provided subject to the distance and accessibility limitation below.

Transferability: This warranty is transferable to subsequent owners for two (2) years from the date of initial installation.

#### How to Get Assistance...

If you have a problem with your JELD-WEN Product, immediately upon discovery, contact the dealer/distributor or contractor from whom you purchased your product or contact us directly:

Mail: JELD-WEN, United Window Collection

Attn: Warranty Claims 90 Stone Ridge Road

Vaughn, ON, Canada L4H 3G9

Phone: 800-440-2714 905-265-5700

Fax: 905-265-5701

E-mail: ????

We can respond quickly and efficiently if you provide the following: a) product identification (from the original order/invoice, spacer code, permanent label, or the window identification number found on corner of glass), b) how to contact you, c) the address where the product can be inspected, and d) a description of the apparent problem and the product (photographs are helpful).

### What We Will Do...

Upon receiving your notification, we will send out an acknowledgement, usually within three business days. We will investigate your claim and will begin to take appropriate action within 30 days after notification. If it is determined that the product does not have a defect covered by the labour warranty, we may charge an inspection fee for any onsite inspection that is required or requested by you. Because manufacturing materials and techniques can change, replacement part(s) may not be an aesthetic match to the original. Replacement components/products are warranted for the balance of the original product warranty or 90 days, whichever is longer. If we are unable to provide replacement and repair is not practicable or cannot be made timely, then we will refund the purchase price.

#### What This Warranty Does NOT Cover...

We are not liable for:

- Normal wear and tear; natural weathering of surfaces.
- Normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g., corrosion or tarnishing).
- Damage caused by chemicals (e.g. brick wash) or a harsh environment (e.g., salt spray or airborne pollutants).
- Glass breakage; product failure due to misuse or abuse; damage caused by failure to provide maintenance, by alteration or modification to the window (e.g. customer applied tints or films, paint finishes, security systems), or as a result of any cause beyond the control of JELD-WEN (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.

- Improper installation not in conformance with JELD-WEN installation instructions (note: see www.jeld-wen.ca for current installation instructions); operational problems and problems related to water and/or air infiltration/leaking as a result of improper installation or flaws in building design or construction.
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes.
- Product or component performance decline due to aging, inert gas dissipation, natural processes or failure to provide proper maintenance. Note: Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.
- · Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity.
- Condensation or damage as a result of condensation (Note: unless due to insulating glass failure, most condensation
  problems are related to excessive humidity levels in a structure. Contact a heating/air conditioning specialist for help).
- Product failure due to improper sizing of product for its application.
- Labour and materials for repainting or refinishing activities or the removal or disposal of defective product(s); labour exceeding the time periods specified above.
- Repairs on product located more than 100 kilometers from an authorized dealer or distributor without prior agreement on travel costs and/or product not accessible by road. We will not be responsible for acquiring, erecting, or dismantling scaffolding.
- Incidental or consequential damage. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.

Note: Non-uniform vinyl discoloration from unequal exposure to sunlight and the elements is not considered a defect.

## **Important Legal Information**

This Limited Warranty document sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. In the event provincial or state law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein. This Limited Warranty document gives you specific legal rights, and you may have other rights that vary from state/province to state/province.

No distributor, dealer or representative of JELD-WEN has the authority to change, modify or expand this warranty. The original purchaser of this Product acknowledges that they have read this warranty, understand it and are bound by its terms and agrees to provide this warranty to the original owner of the structure into which the Product is installed.

- 1 "JELD-WEN Products" shall refer to JELD-WEN products manufactured in Canada and marketed under the United Window Collection name, and installed in Canada and the United States (see our separate warranty for JELD-WEN Donat Flamand and Willmar Window® Collections at www.jeld-wen.ca).
- <sup>2</sup> "Skilled labour" refers to tasks where specialized technical knowledge, experience, methods or tools are required to properly identify, diagnose and/or correct product-related problems.
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