

## LIMITED WARRANTY

### ACCESS WINDOW AND DOOR DESIGN CENTRE LTD. ("ACCESS")



All products provided by ACCESS (the "Products") are designed to strict standards to provide lasting value for your home or business. This warranty is effective for all Products manufactured on or after January 1, 2023. For additional warranty information or details regarding our products, please contact [info@accesswd.ca](mailto:info@accesswd.ca). Except as set forth below, ACCESS warrants that, should your product or its components exhibit a defect in material or workmanship, ACCESS will, at the option of ACCESS, repair, replace, or refund the purchase price of the defective component or product. All terms and conditions herein contained are subject to change at the sole discretion of ACCESS.

#### 1.0 WARRANTIES

Subject to the conditions contained herein, ACCESS hereby warrants the Products as follows:

##### 1.1 Workmanship

Except as otherwise noted herein, all Window and Door Products that have been manufactured by ACCESS shall be free of any defect in the workmanship of the product, including functional defects, for the following time periods:

- a) 25 years from the date of manufacture of the product in the case of the original owner; and
- b) 20 years from the product's manufacturer date in the case of a subsequent owner.

Furthermore, all Window and Door Products that have been manufactured by ACCESS shall be free of any aesthetic defects (if visible standing 10 feet from the Product under normal daylight conditions), for the following time periods:

- a) 25 years from the date of manufacture of the product in the case of natural white uPVC surfaces without applied color finishes; and
- b) 10 years from the date of manufacturer of the product in the case of uPVC surfaces with applied laminated foiled color finishes.

##### 1.2 Glass

All glass used in Products is covered under the manufacturer's limited warranty for up to 20 years, depending on the type of glass, from the date the glass was manufactured.

##### 1.3 Hardware

All hardware used in Products is covered under the manufacturer's limited warranty for defects for a period of 10 years from the date and hardware was manufactured.

##### 1.4 Window Coverings

All window coverings are covered for manufacturer defects for a period of 1 year from the date the coverings were manufactured.

##### 1.5 Warranty on Replacement Products and Parts and Repairs

All Products or parts provided, and repairs made by ACCESS under a Warranty Claim shall be warranted under the original products' warranty and shall not have any additional warranty.

\*For further information regarding manufacturer's warranties for glass, profiles, hardware, and coverings, contact [info@accesswd.ca](mailto:info@accesswd.ca).

#### 2.0 CONDITIONS

2.1 Remedies under warranty are only available for products that have been purchased from ACCESS or from an authorized retailer or dealer and have been paid in full.

2.2 Products may have to be registered with ACCESS in order to be eligible for Warranty.

- a) Product Registration is not necessary for the original purchaser if the purchaser can produce an original invoice from ACCESS.
- b) If ACCESS products have been purchased by an authorized retailer or dealer for resale the original invoice to the end customer must be provided to ACCESS to verify the eligibility of the claim.
- c) ACCESS Products must be registered with ACCESS by the subsequent owner within 30 days of taking possession of the property in which Product(s) is/are installed.

2.3 Warranties may be transferred by the original owner to one subsequent owner unless otherwise limited under a manufacturer's own warranty. Warranties may not be transferred by such subsequent owner.

2.4 Warranty Claims must be submitted directly by the owner to ACCESS no later than five (5) business days after the defect first appears on the product.

2.5 All products must have been installed, operated, and maintained in accordance with installation and maintenance instructions provided by ACCESS and industry best practices as determined at the sole discretion of ACCESS.

2.6 ACCESS shall determine in its sole discretion the validity of any Warranty Claim or if any limitations or exclusions apply. All such determinations are final.

2.7 In the event one of the Products is discontinued or for any other reason is unavailable, ACCESS may, at its sole discretion, provide replacement products, parts, or materials that are of comparable quality.

2.8 ACCESS does not make any other representations or warranties, express or implied as to the fitness or merchantability of the Products for any particular purpose. In no event shall ACCESS be liable for special, direct, indirect, incidental, resultant, or consequential damages of any kind, including but not limited to loss of use, damage to person or property, loss of profits or of goodwill, or other commercial loss or injury, whether based on breach of contract, negligence, strict liability, or any other legal theory, even if ACCESS has been advised of the possibility of such damage. In all instances, ACCESS' liability shall be limited to repair, replacement, or refund of the original purchase price of the defective product or component to the extent required by this Limited Warranty.

2.9 Except as expressly set out herein, the rights granted by ACCESS hereunder may not be assigned or transferred to any other person, firm, corporation, or entity.

2.10 The rights granted under this Warranty are in substitution to any rights provided by law in jurisdictions where such substitution is permitted. In jurisdictions where such substitution is not permitted, these rights are in addition to such rights granted by law, but only to the extent that such substitution is not permitted.

2.11 The invalidity of any provision of this Warranty shall not impair the validity of any other provision herein set out.

#### 3.0 EXCEPTIONS

ACCESS provides no warranty for the following, to be determined at the sole discretion of ACCESS:

3.1 Errors in measurements of the product when the measurements are provided by the purchaser.

3.2 Glass breakage

3.3 Normal wear and tear on operating parts, including discoloration of finishes and natural weathering of surfaces

3.4 Condensation on glass

3.5 Shipping Cost

3.6 Damage caused by:

- 3.6.1 Improper handling, storage, or installation
- 3.6.2 Improper maintenance or failure to perform maintenance as directed
- 3.6.3 Condensation
- 3.6.4 Use of metal or abrasive tools to clean products
- 3.6.5 Contact with cleaning products or chemicals harmful to glass, metal, or plastic products
- 3.6.6 Alteration, re-installation, or dismantling of products
- 3.6.7 Negligence of the owner, installer, or any other third party
- 3.6.8 Building shifting or moving
- 3.6.9 Accident, an act of God or nature or vandalism
- 3.6.10 Use of unsuitable products or replacement materials
- 3.6.11 Customer applied third-party products (finishes, films, shades,....)

#### 4.0 WARRANTY CLAIMS

Unless otherwise stipulated on the manufacturer's warranty, ACCESS shall cover only the following costs when processing a Warranty Claim:

For Warranty Claims made within two years of the date of manufacture, all labor costs and the cost of any replacement Products or parts.

For Warranty Claims made after two years of the date of manufacture, the costs for any replacement Products or parts only.