



LIMITED WARRANTY
ACCESS WINDOW AND DOOR DESIGN CENTRE LTD.
and ACCLIVITY FIELD SERVICES
(*ACCESS*)



All products provided by ACCESS (the "Products") are designed to strict standards to provide lasting value for your home or business. This limited warranty is effective for all Products manufactured on or after February 5, 2025. For additional information or details regarding our products, please contact info@accesswd.ca. ACCESS shall cover only the costs for any replacement Products or parts. 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 assessed value of the damage of the part or product. All terms and conditions herein contained are subject to change at the sole discretion of ACCESS.

1.0 LIMITED WARRANTIES

Subject to the conditions contained herein, ACCESS hereby warrants the following:

1.1 Workmanship

1.1.1 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 applications and time periods:

1.1.1.1 Single-Family Residential Homes

- 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.

1.1.1.2 All other applications

- a) 10 years from the date of manufacture of the product.

1.1.2 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) 10 years from the product's manufacture date in the case of natural white uPVC surfaces or with applied laminated foiled color finishes.

1.2 Glass

All glass used in Products is covered under the glass manufacturer's limited warranty for up to 20 years, depending on the type of glass from the date the glass was manufactured. Glass quality standards are based on the American Society for Testing and Materials, Designation: ASTM C 1376. Please refer to our GLASS QUALITY GUIDELINES information sheet.

1.3 Hardware

All hardware used in Products is covered under the manufacturer's limited warranty for defects for a period of 5 years from the date the 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 Limited Warranty on Replacement Products and Parts and Repairs

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

*For further information regarding the manufacturer's limited warranties for glass, profiles, hardware, and coverings, contact info@accesswd.ca.

1.6 Installation Services performed by ACCESS

1.6.1 All Product installations performed by ACCESS are executed in accordance with ACCESS's installation and maintenance instructions and industry best practices as determined at the sole discretion of ACCESS.

1.6.2 The goal of all installation jobs is to install our Product into the customer's existing wall structure so that the Product achieves its best performance.

2.0 CONDITIONS

2.1 Remedies under this limited warranty are only available for products purchased from ACCESS or an authorized retailer or dealer and **paid in full** to ACCESS. Furthermore, the individual or business making the Limited Warranty Claim must be in **good standing** with ACCESS to be eligible, **without any open balance due** for Products or services.

2.2 Products may have to be registered with ACCESS to be eligible for a limited 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 claim's eligibility.

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 Limited Warranties may be transferred by the original owner to one (1) subsequent owner unless otherwise limited under a manufacturer's own limited warranty. Limited warranties may not be transferred by such subsequent owner.

2.4 Limited 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 Limited Warranty Claim or if any limitations or exclusions apply. All such determinations are final.

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

2.8 Limited Liability

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 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, component or service 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 Limited 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 Limited Warranty shall not impair the validity of any other provision herein set out.

3.0 LIMITED WARRANTY EXCLUSIONS

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

3.1 Errors in product measurements when the purchaser provides the measurements.

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

3.3 Shipping Cost

3.4 Labor Cost

3.5 Glass breakage

3.6 Condensation on glass



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- 3.7 Insulated Glass Units (IGU) sized 13" x 15" or smaller.
- 3.8 Since our Products perform best when all multipoint locking pins are engaged, which causes the seals to be fully compressed, we do not provide warranty for:
- 3.8.1 Drafts, leakages, or ice build-ups caused by open, semi-open, or latched (disengaged pins) and unlocked Products.
- 3.9 Outswing exterior doors in residential applications.
- 3.10 ACCESS will not perform structural work on the customer's existing wall structure nor warrant the performance of any third-party building components or structures.
- 3.11 Damage caused by:
- 3.11.1 Improper handling, storage, or installation
 - 3.11.2 Improper maintenance or failure to perform maintenance as directed
 - 3.11.3 Condensation
 - 3.11.4 Use of metal or abrasive tools to clean products
 - 3.11.5 Contact with cleaning products or chemicals harmful to glass, metal, or plastic products
 - 3.11.6 Alteration, re-installation, or dismantling of products
 - 3.11.7 Negligence of the owner, installer, or any other third party
 - 3.11.8 Building shifting or moving
 - 3.11.9 Use of unsuitable products or replacement materials
 - 3.11.10 Customer-applied third-party products (finishes, films, shades, etc.)
 - 3.11.11 Accidents, an act of God or nature or vandalism